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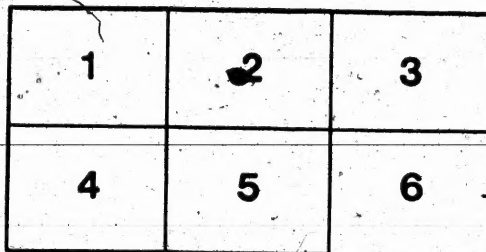
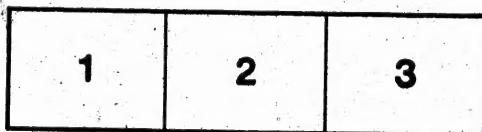
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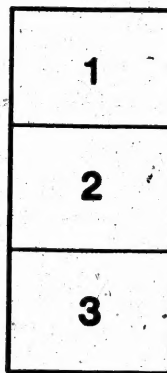
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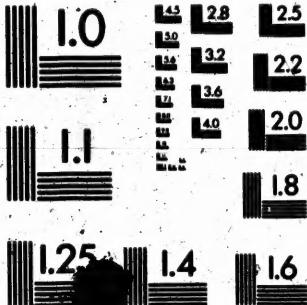
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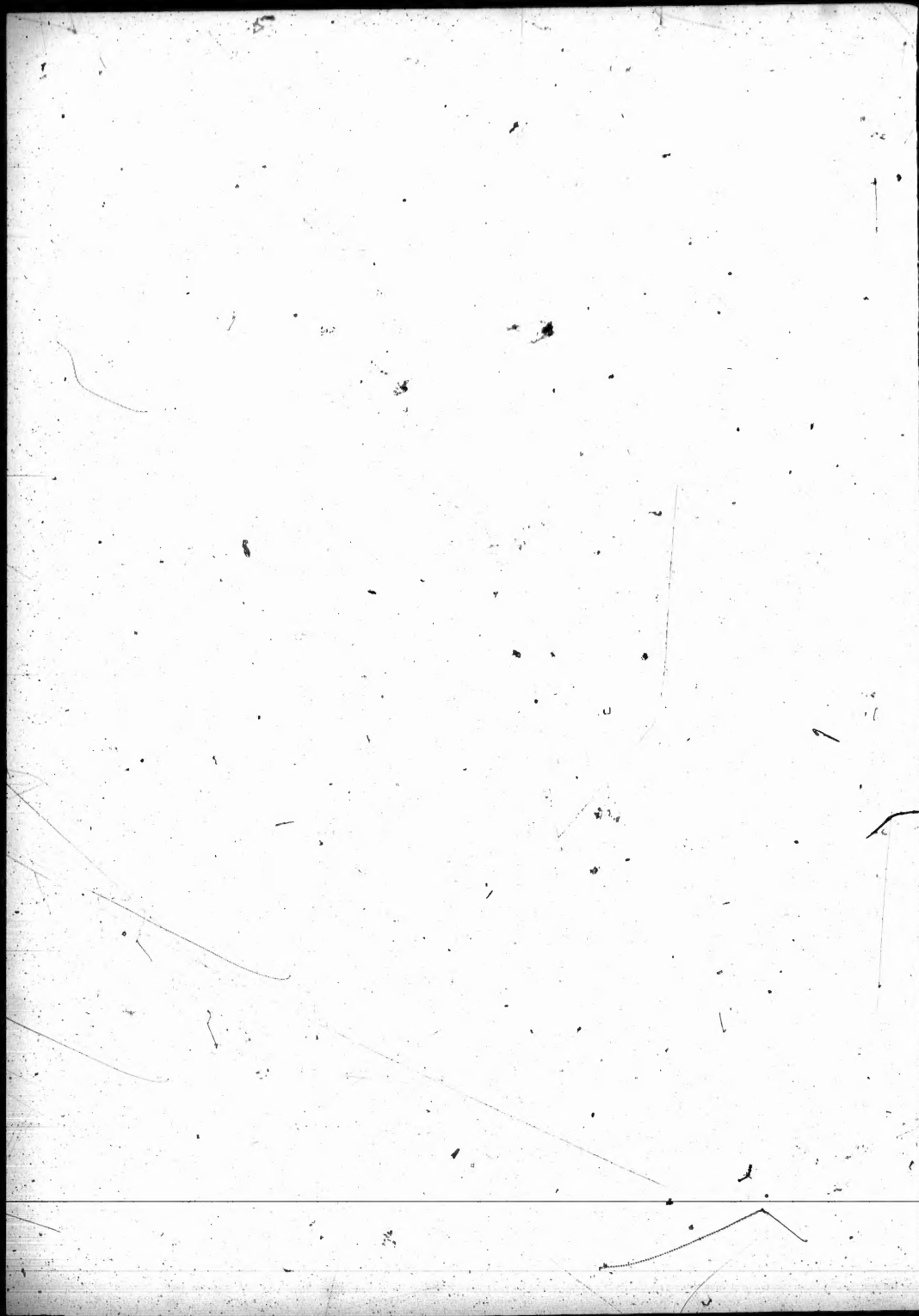
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STATUTES, BY-LAWS ^{AND} DOCUMENTS

CONNECTED WITH THE STRAIGHTENING AND
IMPROVEMENT OF THE

—♦ RIVER DON ♦—

*Under the authority of the Act of the Legislature of the Province
of Ontario, 49th Victoria, Chap. 66.*

COMPILED BY
THOMAS CASWELL,
Assistant City Solicitor



Toronto:

J. Y. REID, CORPORATION PRINTER, 59 TO 63 ADELAIDE STREET WEST.

1889.

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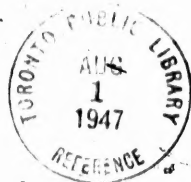


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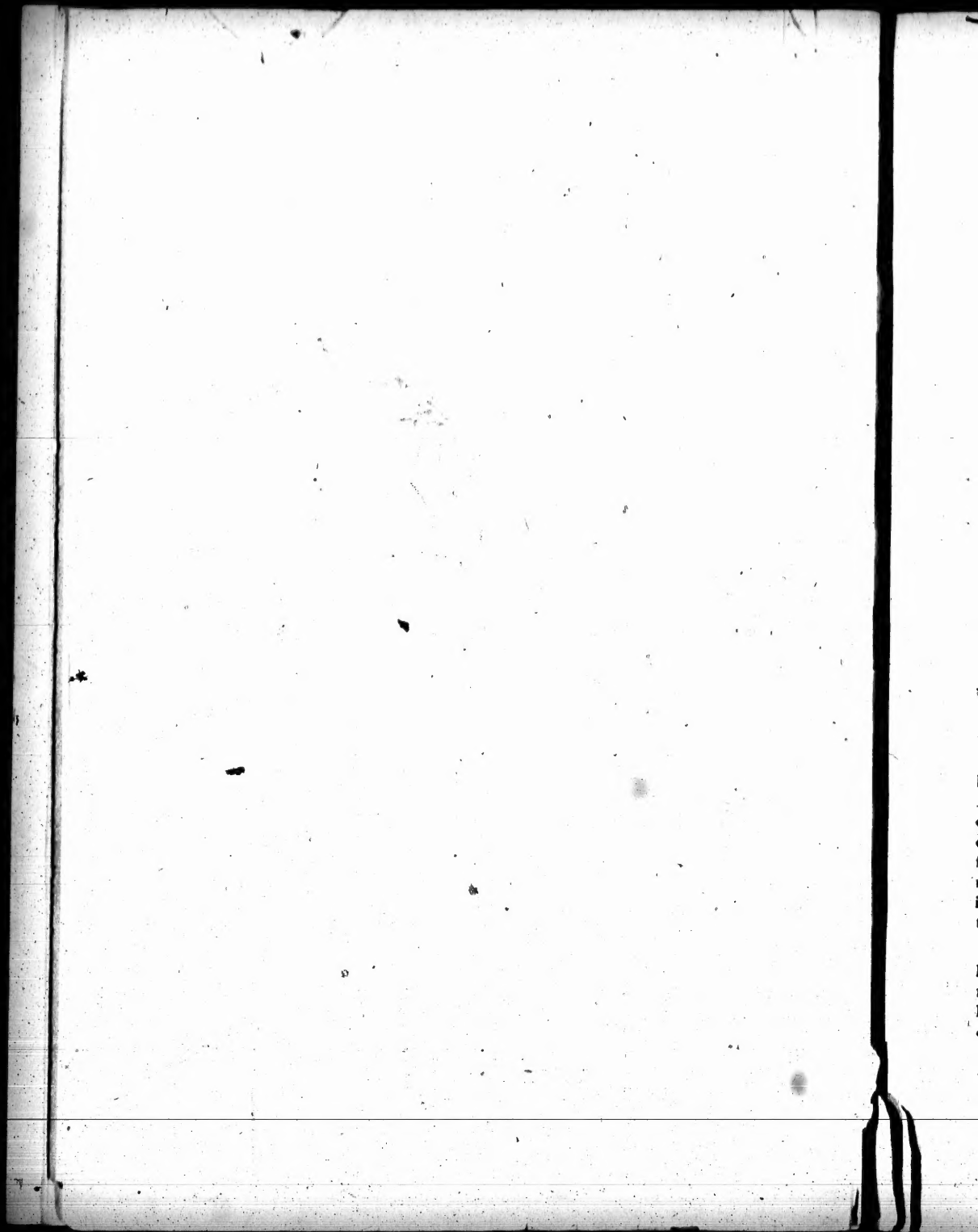


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DOCUMENTS CONNECTED WITH THE STRAIGHTENING
AND IMPROVEMENT OF THE RIVER DON.

*Statute passed by the Legislature of the Province of Ontario
in the 49th year of the reign of Her Majesty, chap. 66:*

[Assented to 25th March, 1886.]

DON RIVER IMPROVEMENT.

1. In view of the necessity which exists for improving the Don River, and securing the sanitary condition of that part of the City of Toronto contiguous to the said river, it is hereby enacted that the Council of the City of Toronto shall have power and authority; and they are hereby authorized and empowered:—

(1) To at any time enter with their engineers, surveyors, servants or agents upon the land of any person or corporation lying between the waters of Toronto Bay, or Lake Ontario, and the line of Bloor Street, produced easterly across the R^r Don, and within a range or distance of 1,000 feet on either side of the said river, as at present located, for the purpose of making all necessary surveys, and taking all necessary levels, and doing all other things necessary and proper to enable them to determine upon the most feasible plan of improving the River Don and the lands in the valley on either side thereof, adjacent thereto, and securing the sanitary condition of the neighborhood;

(2) To enter upon, take, use and acquire all land, and land covered by water lying between the waters of Toronto Bay, or Lake Ontario, and the said line of Bloor Street, produced easterly across the said River Don, and within a range or distance of 400 feet on either side of the centre line of the said river, as laid out on a map or plan prepared, or to be prepared, and adopted by the said Council, for the purpose of straightening, widening, deepening and improving the said river, reclaiming the flat lands on either side thereof, and filling in and otherwise improving the same, and fitting the said lands for such uses and purposes as they may see fit;

(3) To enter upon, take, and appropriate for the use of the said City, any lands of the Crown lying between the said last mentioned boundaries that have not been already granted or sold, and also so much of the public beach, or of the land covered with the waters of the bay or lake, within a range of 500 feet on either side of the centre of the said river, as shown on the said plan;

(4) To enter into any contract or contracts with any person or persons, or body corporate, who may be willing to undertake the same for the purpose of

straightening the course of the said River Don between the line of Bloor Street, produced easterly, as aforesaid, and the Bay, or Lake Ontario (but such course need not necessarily be in a straight line), for widening said river to a width of not more than 120 feet, to deepen the same to such depth as the said Council may see fit, to fill in, improve, and raise the land on either side thereof, within the limits aforesaid, to such height as the said Council may see fit, and generally to carry out and complete all such works connected with the improvement of the said river, and the securing of the sanitary condition of the neighborhood, as the said Council may be advised to be proper and necessary for the uses and purposes contemplated by this Act;

(5) To contract with the owners and occupiers of the lands which the said Council is hereby authorized to take, within the limits aforesaid, and those having an interest in or right to use the said river within the limits above mentioned, for the purchase of the said lands, or of any part thereof, or of any privilege that may be required for the purposes of the said Corporation in connection with the works and improvements contemplated by this Act;

(6) In case of any disagreement between the Council and the owners or occupiers of, or other persons interested in any lands entered upon, taken or used by the said Corporation in the exercise of any of the powers conferred by this Act, or injuriously affected by the exercise of said powers, as to the amount of purchase money of the said lands, or of any part thereof, or as to the amount of compensation to be made to any such person, every such dispute and claim shall be settled and determined by arbitration, under the provisions of "The Consolidated Municipal Act, 1883," and amendments thereto, if any, on that behalf;

(7) To lay out the said lands, after the completion of each section of the said improvement and works as hereinafter provided, on either side of the said river, according to such plan or plans of survey, as they may see fit, reserving next the margin of the said river, and the waters thereof, within the limits aforesaid, a strip of land not less than twenty-five feet in width for the purposes of railway tracks, switches and sidings, to be used and occupied as hereinafter mentioned, and reserving also on either side of the said river, within the limits aforesaid, and immediately adjoining the said reservation for railway purposes, a strip of land along the whole length thereof, within the limits aforesaid, not less than fifty feet in width for the purpose of a public highway or street.

2. Upon the certificate of the City Engineer or other officer having charge of said work or improvements, that sections two, three, four and five thereof, as hereinafter defined, have been duly completed and laid out according to a plan as above provided, the said Council shall cause the total cost of the lands, improvements and works, including amounts paid for compensation and otherwise in connection with the said four sections and interest paid on temporary loans, if any, to be ascertained; and shall ascertain and determine the proportion, part or share of the said total cost, including interest as aforesaid, chargeable in respect of each and every lot or parcel of land as the same shall appear upon the plan of survey so to be made as aforesaid, after the completion of the said

sections two, three, four and five, of which completion the certificate of the said Engineer or other officer in charge of the said work shall be sufficient evidence. In ascertaining and determining the amount chargeable in respect of and against each lot as aforesaid, the said Council shall proceed, as in the case of assessing for local improvements, under the provisions of "The Consolidated Municipal Act, 1883," and amendments thereto; and when the said assessments shall have been made and finally confirmed, the City Clerk shall cause a copy thereof to be filed in the Registry Office for the City of Toronto, and give notice of such filing once in each week for four weeks in at least two of the daily newspapers published in the City of Toronto.

3. Any person or corporation who may have owned any such lot or lots of land prior to its expropriation by the said Council under the provisions of this Act, or the heirs or assigns or successors of any such previous owner shall, where any such lot adjoins other property belonging to him or them, and lies between such other property and the channel of the said river improvements, at any time within one year after the publication of the notice of filing a copy of the said assessment in the registry office for the City of Toronto, as above provided, be entitled, upon payment to the said Corporation of the amount charged against any such lot or lots, together with interest thereon from the date of the assessment, to have a conveyance of the lot or lots executed by the said Corporation (upon tendering the same for execution), and the said lot or lots shall be so conveyed free and clear of all charges and incumbrances, and of the lien created by this Act.

4. (1) If for any reason, such as the existence of valuable buildings and improvement upon any lands situate within the four hundred feet limit on either side of the centre line of the Don River channel so to be straightened as aforesaid, or if for any other reason, it shall not be deemed desirable to take any portion of the said lands beyond the quantity required for the formation of the new channel, and the said allowance for railway and highway purposes, the said Council may take only so much land as may be necessary for the purposes last above mentioned, and shall take such other lands now on one side of the river as shall, by the effect of the improvement, be transferred to the other side of the river when straightened and improved, as herein provided.

(2) Any lands now on one side of the river which shall be cut off from the lots to which the same now belong by the effect of the proposed improvement, and transferred to the other side of the river when straightened shall, upon payment of the cost thereof, together with a proportionate part of the cost of the improvement, to be ascertained and determined as herein provided within one year after the completion of the works, be conveyed to the owner of the lands which shall adjoin the same on such other side of the river.

(3) In any case where the said Council shall take a less quantity of land than four hundred feet, on either side of the centre line of the new channel, the lands within the four hundred feet limit not taken, adjoining the improvement, shall become liable to be specially assessed, and shall be specially assessed in respect of said improvement, as for a local improvement, under the provisions

of "The Consolidated Municipal Act, 1883," and amending Acts in that behalf, but no such special assessment upon any lot, piece or parcel of land shall exceed the actual value of the benefit derived by said lands from the said improvement, the amount of such benefit to be ascertained, under the provisions of the municipal Acts, in that behalf.

5. The Council of the Corporation of the City of Toronto shall, before commencing the straightening and improvement of the Don River and marsh lands under the provisions of this Act, cause proper plans of survey to be made and proper plans, profiles, drawings and specifications, of the work to be done and improvements to be made, to be prepared, and procure estimates of the probable cost of the lands to be taken and improvements to be made, shewing the probable amount which will be charged against, assessed and levied upon the lands benefitted as for a local improvement, and the amount or proportion of the cost of such improvements which will be assumed and paid for by the City at large, and shall cause the same to be duly published for the information of the ratepayers, and they shall also submit the question of undertaking the said work at the estimated cost to the vote of the electors qualified to vote on money By-laws under the provisions of "The Consolidated Municipal Act, 1883," and amending Acts in that behalf.

6. In the event of a majority of the said electors voting in favour of and approving the said scheme, the said improvement and works shall be proceeded with without delay, and no By-law for raising, to the amount authorized by the vote of the ratepayers, any loan, or loans from time to time, by the issue of debentures for any of the purposes aforesaid, shall require to be submitted to a vote of the electors for approval before the final passing thereof, anything in the said "Consolidated Municipal Act, 1883," and amendments thereto, or any special or private Act or Acts to the contrary, notwithstanding.

7. No debt incurred under the provisions of this Act, except so much as may be incurred to meet that part of the cost of the said improvements and works to be charged to and paid for by the City at large as the City's share thereof, shall be reckoned as the debt of the City proper, and as coming within the limitation of the City debt as fixed by the said Act passed in the 42nd year of Her Majesty's reign and chaptered 75.

8. It shall and may be lawful for the said Council to make agreements with any railway company or companies whereby any such railway company or companies may acquire the use of the reservation for railway purposes above provided for, upon such conditions as may be agreed upon between the said Council and any such company or companies: provided always that no one railway company shall acquire any exclusive right of property in or control over the same or any part thereof, and all railways shall be entitled to the use thereof upon equal terms, and upon paying their just share and proportion of any expenditure which shall have been made or which may at any time require to be made for construction, maintenance and repairs of tracks, switches and other necessary works required for the proper use thereof, and the fee of the said land shall always remain in the Corporation of the City of Toronto.

9. The said contracts may be let, and the said works may be carried on and completed in sections as follows:

(1) The first section shall extend from the line of Bloor Street produced easterly across the said river, as aforesaid, southerly to the line of Winchester Street, produced easterly across said river;

(2) The second section shall extend from the said line of Winchester Street, produced southerly to the line of Carleton Street, produced easterly across said river;

(3) The third section shall extend from the said produced line of Carleton Street, southerly to the produced line of King Street across the said river;

(4) The fourth section shall extend from the said produced line of King Street, southerly to the line of Eastern Avenue produced easterly across the said river;

(5) The fifth section shall extend from the said produced line of Eastern Avenue, southerly to the northern boundary line of the marsh lands heretofore patented to and belonging to the City of Toronto;

(6) The sixth section shall extend southerly, or otherwise, to the waters of the Bay, or Lake Ontario, and to such point as may be determined by the said Council.

10. The said Council may commence the said works and carry on the same from time to time at such point or points, and upon such section or sections, as may to them seem best and most advantageous: provided always that the above sections, numbered two to six, both inclusive, shall be proceeded with and carried to completion with as little delay as possible.

11. The said Council shall have full power and authority to erect and build over and across the said river at such points and places, and in such manner as they may deem best, all such bridges, with proper approaches thereto, as they may consider necessary, and may change the location of any existing highway bridge.

12. The said Council shall also have full power and authority to lease or sell any lot or lots of the said lands, as the same may be laid out upon the plan of survey, so to be made as aforesaid, which shall remain the property of the City of Toronto, after the time shall have expired within which previous owners or their representatives may be entitled to a conveyance, as herein provided; and said lots may be so leased or sold upon such terms as to the said Council may seem best: provided always that no such lot shall be sold for a less sum than the amount appearing chargeable against it by the assessment so to be made and filed as aforesaid, nor shall any lot be leased for a longer period or term than forty-two years. Lots sold as above provided, shall be sold and conveyed, freed and discharged of the lien created by this Act, but the purchase money thereof shall be paid into, and form part of the sinking fund hereinafter mentioned.

13. In view of the present unsanitary condition of that part of the said river and neighborhood hereinafter mentioned, and of the necessity of commencing said works without delay, it shall and may be lawful for the said Council, notwithstanding anything in "The Consolidated Municipal Act, 1883," or any special or private Act relating to the City of Toronto contained, and subject as hereinbefore provided in section 6 of this Act, to pass such By-laws as may from time to time be necessary to raise a loan or loans for such amount or amounts, not exceeding in all \$300,000, as may be necessary for the purposes of improving that part of the said River Don lying below and south of the line of Winchester Street produced easterly across the said river, and the construction and completion of the works connected therewith, including the purchase money for lands taken and compensation for damages as above provided, and to issue any number of debentures payable in this Province, or elsewhere, in sums of not less than \$100, which may be requisite and necessary therefor.

14. The debentures to be issued for the purposes aforesaid shall be payable in forty years from the respective dates thereof, or such shorter period as the Council may determine, with interest thereon, in the meantime, at a rate not exceeding six per centum per annum, payable half-yearly; and for the purpose of redeeming the said debentures and paying the interest thereon, it shall and may be lawful for the said Council in any By-law or By-laws to be passed for authorizing any such loan or loans, or any part thereof, and the issuing of debentures therefor, to impose a special rate per annum upon all rateable real and personal property in the Municipality, to be called "The Don River and Marsh Lands Improvement Rate," over and above and in addition to all other rates to be levied in each year, which shall, together with such annual sum as the said Council may receive from the rentals of the said lands so to be improved and leased as aforesaid, or any of them, or income or revenue derived from the said improvements and works, or any of them, under any leases or agreements in that behalf with any persons or corporations who may use or occupy the same, or any part thereof, and from any special assessments, which shall be made upon lands benefitted, but not taken, as hereinbefore provided, be sufficient to form a sinking fund to retire said debentures when the same mature, over and above the interest payable on such debentures, which sinking fund shall be invested in each year either in the debentures provided for by this Act, or in other debentures of the Municipality or Government debentures.

15. The said Council may, in their option, in lieu of issuing debentures under this Act, issue debentures to an amount not exceeding the said sum of \$300,000, for the purposes aforesaid, under the provisions of the Act passed by the Legislature of the Province of Ontario, in the 42nd year of the reign of Her Majesty, chaptered 75, entitled "An Act respecting the Debenture Debt and certain property of the City of Toronto."

16. The works and improvements to be constructed under the provisions of this Act, and all lands to be acquired for the purposes thereof, or in connection therewith, and every matter and thing therewith connected, shall be and they are hereby specially charged, pledged, mortgaged and hypothecated for the re-

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payment of any sum or sums which may be borrowed by the said Corporation for the purposes of this Act, except as to so much of the debt as may be incurred to defray the City's share of the cost of the said improvements, including the cost of bridges as well as for the due and punctual payment of the interest thereupon, unless and until the same are freed and discharged under the provisions of section 3 of this Act; and all rents, issues and profits, or other income in any manner derived therefrom, or from any part thereof, shall be paid into a special fund, and be applied in and towards the payment of the interest accruing due from time to time upon any loan or loans which may have been obtained under the provisions of this Act, and all amounts which may be paid in or received at any time and from time to time, other than income or rents, shall be placed to the credit of, and form part of, the sinking fund created by this Act, and shall be invested by the said Corporation either in the purchase of the debentures issued under authority of this Act, or of other debentures of the City of Toronto, or of Government debentures.

17. The several sections of this Act, from section 4 to section 16, both inclusive, shall not apply to the lands or property used or required by the Grand Trunk Railway Company of Canada for their railway sidings or works, unless otherwise agreed upon between the said City and the said Company, and then only to the extent so agreed upon—and with respect to any other lands of the said Company which may be affected by the improvements in the said sections authorized, the said Company shall fill in, and do all the work required in making said improvements on the said lands, according to the plans fixed for said works, subject to the approval of the Engineer in charge of the said works, on behalf of the City, and no part of the property of the said Railway Company shall be taken or charged under this Act, as in the said sections provided.

BY-LAW NO. 1774.

A By-law to take lands required for straightening and improving the River Don. Passed November 23rd, 1886. (This By-law was repealed by By-law No. 1803, which slightly varies the land to be taken.)

BY-LAW NO. 1803.

A By-law to repeal By-law 1774, entitled "A By-law to take land required for straightening and improving the River Don," and enact a new By-law in lieu thereof, taking a less quantity of land. Passed April 2nd, 1887. (This By-law was repealed by By-law No. 2005, whereby a slightly different quantity of land was taken.)

BY-LAW No. 2005.

A By-law to repeal By-law No. 1803, respecting lands taken for straightening and improving the River Don, and to make other provisions in lieu thereof.

[Passed May 7th, 1888.]

WHEREAS, it having been determined that it was desirable to straighten and improve the River Don, and to take the lands required for the same and in connection therewith, pursuant to the provisions of the Act passed by the Legislative Assembly of the Province of Ontario, in the forty-ninth year of the reign of Her Majesty, chaptered sixty-six, entitled, "An Act respecting the City of Toronto," this Council at the meeting thereof, held on the 22nd day of November, 1886, duly passed a By-law No. 1774, entitled, "A By-law to take lands required for the straightening and improving the River Don";

And whereas, it was subsequently found that a greater quantity of land was taken by the said By-law No. 1774 than was necessarily required for the purposes of the said improvement, and that by reducing the area of the lands taken the cost of the said improvement could be considerably reduced, and the said By-law No. 1774 was repealed to the extent of the extra lands taken thereby and not required for the said improvement or in connection therewith, and By-law No. 1803 was passed on the 12th day of April, 1887, taking a less quantity of land;

And whereas, it has been ascertained that even now a greater quantity of land is still taken than is necessarily required for the purposes of the said improvement, and that the cost of the said improvement can be still further reduced by again reducing the area of the land taken, and it is expedient to repeal the said By-laws Nos. 1774 and 1803 to the extent of the extra lands taken thereby and not now required for the said improvement or in connection therewith, and to enact in lieu thereof a new By-law taking a less quantity of land;

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

I.

That By-law No. 1803, passed by the Council of the Corporation of the City of Toronto at the meeting thereof held on the 12th day of April, 1887, and entitled, "A By-law to repeal By-law No. 1774, entitled, "A By-law to take lands required for the strengthening and improving the River Don, and enact a new By-law in lieu thereof taking a less quantity of land" be and the same is hereby repealed, and that this By-law be enacted in lieu thereof.

II.

That all and singular that certain parcel or tract of land and premises, being composed of part of Park Lot number one in the City of Toronto, or Lot number

sixteen in the first concession from the Bay, and of the Hospital property, and of Lot number fifteen in the first concession from the Bay and broken front in the Township of York, now in the City of Toronto, and which may be more particularly known and described as follows, that is to say: Commencing at the intersection of the southerly limit of Winchester Street with the southerly bank of the Don River; thence southerly and westerly along said southerly limit of Winchester Street to a point at the intersection of a line drawn parallel with and distant 385 feet measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 16 degrees 50 minutes east along said line drawn as aforesaid to the north bank of the said River Don, being the southerly limit of the lands of Riverdale Park; thence still south 10 degrees 50 minutes east across said river to the southerly bank, this being the northerly limit of the Jail Farm lands; thence still south 10 degrees 50 minutes east to the north-easterly limit of the said River Don, being the south-westerly limit of said Jail Farm lands; thence still south 10 degrees 50 minutes east across said river to the south-westerly bank thereof; thence south-easterly along said bank to the intersection of the division line between Lots numbers 84 and 85 on the north side of Bell Street, according to registered plan No. "D. 93"; thence south 16 degrees east along said division line 123 feet to the north limit of Bell Street; thence still south 16 degrees east across Bell Street 66 feet to the south limit thereof; thence south 74 degrees west along said south limit 72 feet to the north-east angle of Lot number 41 on the south side of Bell Street, according to said plan "D. 93"; thence south 16 degrees east along the east limit of said Lot number 41 and along the production thereof across the lane in rear of said lot to the north-east angle of lot number 70 on the north side of Oak Street, according to said plan; thence north 74 degrees east along the south limit of said lane 10 feet; thence south 16 degrees east parallel with the east limit of lot 70 to the north limit of Oak Street; thence still south 16 degrees east across Oak Street 66 feet to the south limit thereof; thence north 74 degrees east along said south limit 40 feet to the north-east angle of lot number 73 on the south side of Oak Street, according to said plan "D. 93"; thence south 16 degrees east along the east limit of said lot to the southerly limit thereof; thence south 74 degrees west along said south limit 30 feet to the north-east angle of lot number 18 on the north side of Cornwall Street, according to registered plan No. "D. 181"; thence still south 16 degrees east along the east limit of said lot No. 18 to the north limit of Cornwall Street; thence still south 16 degrees east across Cornwall Street 40 feet to the south limit thereof at the north-east angle of lot number 35 on the south side of Cornwall Street, according to said plan No. "D. 181"; thence still south 16 degrees east along the east limit of said lot number 35 to the south limit thereof; thence south 74 degrees west along said south limit 30 feet; thence south 16 degrees east across lot number 14 on the east side of River Street, according to registered plan No. "108," to the north limit of lot number 13, according to said plan; thence north 74 degrees east along said north limit to the intersection of a line drawn parallel with and distant 185 feet, measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 10 degrees 50 minutes east along said line across lots 11, 12 and 13, according to said plan No.

"108," to the north limit of Mark Street; thence still south 10 degrees 50 minutes east across Mark Street to the south limit thereof; and thence still south 10 degrees 50 minutes east across parts of lots on the east side of Defries Street, according to registered plan No. "D. 233," to the west bank of the River Don and easterly limit of lots on the east side of Defries Street, according to registered plan No. "D. 233"; thence south-westerly along said bank of the river to the south limit of Radenhurst Street; thence north 74 degrees east along said south limit of Radenhurst Street produced to the intersection of a line drawn parallel with and distant 185 feet, measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 10 degrees 50 minutes east along said line to the westerly bank of the main channel of the River Don; thence south-westerly along said bank of said river to the intersection of the curved line drawn parallel with the centre line of the proposed new channel as now located, distant 185 feet, measured westerly therefrom and at right angles thereto; thence south-westerly along said line, being on a curve to the left of 1,200 feet radius, to the south limit of King Street; thence westerly along said south limit to the north-west angle of the lands of one R. R. Courteney; thence southerly along the westerly limit of said lands 100 feet to the southerly limit thereof; thence westerly parallel with the south limit of King Street to the intersection of a line drawn parallel with and distant 185 feet, measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 37 degrees 20 minutes east along said line across part of lot number 39 on the south side of King Street and across lots numbers 3, 4 and part of lot number 5³ on the east side of St Lawrence Street, according to registered plan No. "108," to the north-westerly bank of the Don River; thence south-westerly, southerly and south easterly along said bank to the intersection of the north edge of the iron bridge of the Grand Trunk Railway Company; thence easterly along the said north edge across the River Don to the east bank thereof; thence northerly along said east bank to the intersection of the northerly limit of the right of way of the said Railway Company; thence easterly along the said north limit of right of way to the intersection of a line drawn parallel with and distant 185 feet measured easterly from and at right angles to the centre line of the proposed new channel as located; thence north 37 degrees 20 minutes west along said line drawn as aforesaid across the lands of one John Smith to Eastern Avenue, across Eastern Avenue and across other lands of said John Smith to a point of curve in said line; thence north-easterly along a curve to the right of 830 feet radius to the north limit of Queen Street East, formerly the Kingston Road; thence north 74 degrees east along said north limit to the west limit of Davies Avenue; thence north 16 degrees west along said west limit of Davies Avenue and along the production thereof to the south-easterly bank of the River Don; thence north-easterly to the intersection of the north limit of a lane 12 feet wide in the rear of lots on the north side of Matilda Street, according to registered plan No. "225" for the County of York; thence north 73 degrees east along said limit of lane to the west limit of another lane 12 feet wide in rear of lots on the west side of Steiner Avenue, according to said plan No. "225"; thence north 16 degrees west along said limit of lane to the intersection of the south-easterly bank of the River Don; thence north-easterly

and northerly along said bank to the intersection of the north limit of Close Avenue; thence north 74 degrees east along said limit to the south-westerly limit of Blackburn Street; thence north-westerly along the said limit to the south limit of Gerrard Street, and thence still north-westerly along the production northerly of said limit of Blackburn Street to the north limit of Gerrard Street; thence easterly along the said limit of Gerrard Street to the intersection of a line drawn parallel with the centre line of the proposed new channel, distant 385 feet measured easterly therefrom and at right angles thereto; thence north 10 degrees 50 minutes west along said line across the Jail Farm lands to the southerly bank of the River Don; thence still north 10 degrees 50 minutes west across the said river to the northerly bank thereof, being the southerly limit of Riverside Park; thence still north 10 degrees 50 minutes west across the land of said park to the southerly bank of said River Don, being the northerly limit of the lands of said park; thence north-westerly along said southerly bank of the river to the southerly limit of Winchester Street and place of beginning, being the lands colored pink on the plan of survey of same prepared by Messrs. Unwin, Browne and Sankey, Provincial Land Surveyors, dated May 7th, 1888, be and the same is hereby expropriated and taken for the purpose of straightening and improving the River Don and the marsh lands connected therewith, under the provisions of the Act passed by the Legislative Assembly of the Province of Ontario, in the 49th year of the reign of Her Majesty, chaptered 61, and entitled, "An Act respecting the City of Toronto," and the By-law No. 1767, passed by the Council of the Corporation of the City of Toronto at the meeting thereof, held on the 27th day of September, 1886, in that behalf; and that Messrs. Unwin, Browne & Sankey, Provincial Land Surveyors, be and they are hereby authorized and empowered to enter into and upon the said lands, and every part thereof, for the purpose of making all proper and necessary surveys and descriptions of the several lots, pieces and parcels of land comprised within the limits above described, and that the City Engineer and the City Commissioner of the City of Toronto be and they are hereby authorized and empowered, on behalf of the Corporation of the City of Toronto, with servants, workmen, agents and contractors to enter into and upon the said lands, and every part thereof, and to take possession thereof for the said Corporation of the City of Toronto for the purposes aforesaid, and for the purpose of carrying out and completing the said Don River improvements and improving the said lands, according to the plans, drawings, profiles and specifications therefor now on file in the office of the said Engineer, at the City Hall, Toronto.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,

City Clerk

COUNCIL CHAMBER,

Toronto, May 7th, 1888.

[L.S.]

E. F. CLARKE,

Mayor.

No. 2199. A BY-LAW

To amend By-law No. 2005, being a By-law to repeal By-law No. 1803, respecting lands taken for straightening and improving the River Don, and to make other provisions in lieu thereof.

[Passed December 17th, 1888.]

WHEREAS, by clerical errors in the said By-law No. 2005, on the 3rd and 4th pages thereof, a certain plan is referred to as No. "225" instead of "255," and a certain bearing is given as "seventy-three degrees" instead of "seventy-four degrees;"

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

That By-law No. 2005 be amended by striking out the figures "225" on the last line of the 3rd page and on the 2nd line of the 4th page thereof, and by inserting the figures "255," and by striking out the figures "73" on the last line of the 3rd page thereof, and by inserting the figures "74."

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,
City Clerk.

COUNCIL CHAMBER,
Toronto, December 17th, 1888.

[L.S.]

E. F. CLARKE,
Mayor.

CONTRACT WITH RANDOLPH MACDONALD RELATING TO SECTION 2
WITH THE BOND AND SPECIFICATIONS.

Articles of Agreement made this fifteenth day of January, one thousand eight hundred and eighty-seven, between Randolph Macdonald, of the City of Toronto, in the County of York, Contractor, hereinafter called the Contractor of the First Part, and the Corporation of the City of Toronto, hereinafter called the Corporation, of the Second Part.

WHEREAS the said Corporation, through their Committee on Works, having called for tenders for the construction of the necessary works required in the improvement of the River Don, from the Grand Trunk Railway bridge to the north limit of Gerrard Street, continued easterly across the River Don and known and described as section number Two in the specifications and in the City of Toronto, according to the specifications hereinafter referred to, the said Contractor did put in the Tender marked "One," for the said works at the rate therein mentioned, which said Tender was accepted.

Now these presents witness that the said Contractor for himself, his heirs, executors, administrators and assigns, doth hereby covenant with the said Corporation to do the whole of the work mentioned in such Tender, and in the specifications, *plans and profiles* relating thereto (and which specifications numbered "Two," and which plans and profiles are identified by the signature of the said Contractor), in a good and workmanlike manner, in strict accordance with the said specifications, *plans and profiles*, which are hereby made part of this contract as if embodied herein (except in so far as they may be inconsistent herewith, in which case the provisions of this contract shall prevail), according to the directions and to the satisfaction of the Engineer appointed by the said Corporation to take charge of the said works, and to the satisfaction of the said Corporation, finding all material, tools, plant, labour and workmanship necessary for the proper execution of the same in the manner aforesaid. And that the said works shall not be commenced until a written order therefor has been signed by the said Engineer, and shall be fully and satisfactorily completed as aforesaid, and possession thereof given to the said Corporation on or before the day mentioned in the said specifications, unless a longer period shall be allowed therefor by resolution of the said Committee.

And the said Corporation covenant with the said Contractor that if the said work, and every part thereof, shall be duly and properly executed as aforesaid, according to the directions of the said Engineer, and to his satisfaction and that of the said Corporation, and if the said Contractor shall observe and keep all the terms and conditions of this contract, they, the said Corporation, will pay the said Contractor therefor at the rates mentioned in the said Tender (which are to include all extras except as hereinafter provided), by monthly payments, to be made during the progress of the work, upon the certificate of the said Engineer and the Chairman of the Committee aforesaid, according to the provisions of By-law No. 1076, relative to Corporation contracts, which provisions are hereby incor-

porated with and made part of this agreement. Provided that no money shall become due or payable on this contract until such certificate shall have been granted, and that drawbacks of the amount appearing by any certificate to be due shall be retained by the said Corporation, in accordance with clause thirty-three of the specifications above referred to, and from the date of the final certificate showing the satisfactory completion of the said works, for such time as may be mentioned in said specifications and conditions attached thereto. Provided also, that the said Corporation shall not be liable to pay for any work rejected or condemned by the said Engineer, or to pay any money upon any certificate until the work so rejected or condemned has been replaced by new material and workmanship, to the satisfaction of the said Engineer, or to pay for any extras not included in the specifications, unless ordered in writing by the said Engineer, and a price therefor agreed upon before the giving of such order. The cost of every such extra shall be included in the progress certificate next succeeding the completion of the extra work or the furnishing of the extra material as the case may be.

And the said Contractor covenants as aforesaid with the said Corporation to be responsible for the safety of the said works from the date of the order to commence the same until the completed works have been delivered over to and accepted by the Corporation, of which acceptance the payment in full of the amount appearing by the final certificate of completion to be due to the said Contractor shall be taken as the only evidence.

And the said Contractor covenants as aforesaid with the said Corporation to indemnify and keep indemnified the said Corporation, and the officers, servants and agents thereof, from all and all manner of loss, damage, or injury, suits, claims, liens and demands on account of the said works, or incurred by reason or in consequence of the execution thereof, or the supply of material therefor. And to pay to the said Corporation on demand any expense sustained by them in consequence of such suits or claims, or any money paid by them in settlement thereof, or in discharge of any lien upon the said works which may be registered under the provisions of the statutes in that behalf; or that the amounts so paid or payable by the said Corporation may be deducted by them from any moneys of the said Contractor then remaining in their hands, or may be recovered from the said Contractor or his sureties as money paid at their request. And the said Contractor hereby authorize and empower the said Corporation or their Solicitor at any time before to settle or defend any of such claims or suits as the said Corporation or Solicitor may deem expedient, hereby agreeing to ratify and confirm the acts of the said Corporation or their Solicitor in that behalf, and to pay to the said Solicitor on demand their reasonable costs of defending such suits as they may deem it expedient to defend.

And the said Contractor further covenants as aforesaid with the said Corporation to pay to the said Corporation on demand the sum of twenty dollars per day for every day's delay beyond the day above named in the completion of any of the said works to the satisfaction of the said Engineer, or that the same may be deducted from the amount due the said Contractor on this or any other contract, or recovered as liquidated damages from the said Contractor or his sureties.

It is further agreed between the parties hereto, that all differences that may arise between them touching this Contract shall be referred to the award, order, determination, final end and determination of the Engineer in charge of the work, and the said Arbitrator shall make and publish his award in writing concerning such differences within the space of fifteen days after he shall have been requested in writing by either party to decide concerning the matter in difference, and that each of the said parties hereto shall obey, perform, observe, fulfil, and keep the award of such Arbitrator so to be made as aforesaid and shall not nor will do any act, matter or thing to delay, hinder or prevent the said Arbitrator from making his award, and that this submission and reference may be made a Rule of Court, and no action or suit shall be commenced by either party until after such award shall have been made, and then only for the amount of such award.

And it is further agreed, that if the said Contractor shall not proceed with the work in accordance with the terms of this Contract, and of the plans and specifications hereinbefore referred to, or to the satisfaction of the said Engineer, and so as to ensure, in his opinion, its satisfactory completion by the day hereinbefore named, or shall not have completed the same within the time limited for such completion, then and in any such case the Corporation may, either before or after the expiration of the time limited for the completion of the said work, if they see fit, employ men and purchase materials to complete any portion of the said work, and deduct the expense so incurred from any moneys due the Contractor on this or any other contract; or may, after twenty-four hours notice to the said Contractor, declare this contract forfeited, and make such new arrangements as they may deem expedient for the completion of the said works.

And the said Contractor covenants that upon receiving notice that the contract has been so declared forfeited, or that such new arrangements have been made, or that such works will be completed by the said Corporation as above provided he will forthwith give peaceable possession of the said works to the said Corporation, and that the cost and expense occasioned by and incidental to the making of such new arrangements for the completion of the said work may be deducted from any moneys of the said Contractor in the hands of the said Corporation, or recovered from the said Contractor or his sureties as money paid at their request; and that the said Contractor shall also forfeit to the said Corporation any money due or to become due under this or any other contract.

And it is further agreed that in every case hereinbefore mentioned time shall be of the essence of this contract.

Provided always, and it is further covenanted between the parties hereto, that if from any cause whatsoever the said Contractor shall make default or shall abandon the contract entered into by these Presents, or depart this Province before the same is completed, being indebted to the agents, workmen or labourers employed by him for work done under this contract, or if upon the completion thereof by the said Contractor shall be so indebted to such agent, workmen or labourers, it shall and may be lawful for the said Corporation, and

they are hereby expressly authorized by the said Contractor, out of any money or money that may be in their hands coming to the said Contractor, under this contract, to pay such agents, workmen and labourers on account of such indebtedness an amount equal to one fortnight's wages, provided so much shall be owing to them as aforesaid, and the receipt or receipts of such agents, workmen or labourers, for the said fortnight's wages, or so much thereunder as shall have been so due as aforesaid, shall be a good and valid discharge and discharges of and for so much money due to the said Contractor under these Presents.

In witness whereof, the said parties to these Presents have hereunto set their hands and seals the day and year above written, that is to say, the said party of the first part his proper hand and seal, and the said parties of the second part their Corporate Seal, by William Holmes Howland, Esquire, Mayor, countersigned by Samuel Bickerton Harman, Esquire, Treasurer of the said City.

<i>Signed, Sealed and Delivered,</i>		
in the presence of	(Sgd.)	R. MACDONALD, [L.S.]
(Sgd.) J. H. SUTHERLAND.		
	(Sgd.)	W. H. HOWLAND, [L.S.]
		<i>Mayor.</i>
	(Sgd.)	SAML B. HARMAN, [L.S.]
		<i>Treasurer.</i>

Know all men by these Presents, that we, Randolph Macdonald, of the City of Toronto, in the County of York, Contractor, hereinafter called the Principal, and John Bain, of the same place, Barrister-at-law, and Angus P. Macdonald, of the same place, Esquire, hereinafter called the Sureties, are severally held and firmly bound unto The Corporation of the City of Toronto, each in the penal sum of thirty-five thousand dollars of lawful money of Canada, to be paid to the said The Corporation of the City of Toronto, or to their certain Attorney, successors, or assigns, for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective heirs, executors and administrators, and every of them for ever, firmly by these presents. Sealed with our several and respective Seals.

Dated this fifteenth day of January in the year of our Lord one thousand eight-hundred and eighty-seven.

WHEREAS by certain Articles of Agreement bearing even date with the above obligation, the above bounden Principal having contracted and agreed with the above named The Corporation of the City of Toronto, for the construction of the necessary works required in the improvement of the River Don from the Grand Trunk Railway bridge to the north limit of Gerrard Street, continued easterly across the River Don, and known and described as section number Two in the specifications and tenders, in the City of Toronto, in the said Articles of Agreements and in the plans and specifications belonging thereto more particularly mentioned and described, at the prices and upon the terms and conditions in the said Articles of Agreement and Specifications more fully

set forth, and having been required to furnish good and sufficient security for the due and proper fulfilment of the said agreement, the above bounden Sureties have consented to become such security, and to execute these Presents.

Now the condition of the above obligation is such, that if the above bounden Principal shall well and truly, faithfully in all respects, perform, execute and carry out the said Contract, and all the terms and conditions thereof to the satisfaction of the Engineer in charge, and of the said The Corporation of the City of Toronto, and shall indemnify and keep indemnified the said The Corporation of the City of Toronto, and all the officers, servants and agents thereof, from all and all manner of loss, damage, expense, suits, claims, liens and demands arising out of the said Contract, or incurred by reason of the execution of the said work, or the supply of material therefor, according to the terms of the said Contract, then this obligation to be null and void, otherwise to remain in full force and virtue.

Signed, sealed and delivered
in the presence of
(Sgd.) J. H. SUTHERLAND.

R. MACDONALD, (L. S.)
(Sgd.) JOHN BAIN, (L. S.)
A. P. MACDONALD, (L. S.)

ACCEPTANCE BY THE CONTRACTOR OF SPECIFICATIONS, CONDITIONS, ETC., FOR DON IMPROVEMENTS.

SECTION NO. 2.

I, the undersigned, having carefully read the following Specification and General Conditions, do hereby accept them as part and parcel of the Contract to be signed by me and my sureties for the construction of the works set forth therein.

[Sd.]

R. MACDONALD,

Contractor.

[Sd.]

J. H. SUTHERLAND,

Witness.

TORONTO, November 30th, 1886.

N.B.—Intending Contractors are notified to read carefully the following Specification and General Conditions, so as to be thoroughly conversant with the conditions under which the Contracts are to be awarded and carried out.

EXTENT OF CONTRACT.

The Contract will include the excavation and dredging of a channel from the Winchester Street Bridge, as shown on plan, to the south side of the bar dividing Ashbridge's Bay in the Marsh from the water of the Lake, and to such a distance southward from this point to secure a depth of water of 14 feet below zero level of Lake; the channel from the south limit of the bar shall have a depth of 12 feet below zero level of the Lake, and a width of bottom of 120 feet; the section from the Lake to the Grand Trunk Railway Bridge shall be an open cutting, the material from which shall be deposited on each side of the cutting. The side slopes of the channel shall be two horizontal to one vertical. From the Grand Trunk Railway Bridge to Winchester Street Bridge the depth and width of channel shall be the same as above. In addition to the above the Contract will include:

1. Piling both sides of channel as specified.
2. Filling in at back of piles and grading the roadway a width of 125 feet.
3. Filling in the old channel with all surplus from cuttings not required for roadway. Removal of the Gerrard Street and Eastern Avenue Bridges and rebuilding as shewn and described by Plans and Specifications.
4. Constructing bridges across the channel at Gerrard Street and Eastern Avenue and over roadways at east side, and reconstructing old bridges over roadway on the west side of channel at Gerrard Street, as per Plans and Specifications.
5. Removal of material for the Gerrard Street roadway from the west limit of the roadway on the west side of channel to east limit of the roadway on the east side of channel, and raising Gerrard Street at ends of bridge, both sides. Removal of all obstructions on the line of the work.
6. The work will be divided into three sections.

1st Section. From 14 feet water in Lake to the Grand Trunk Railway Bridge.

2nd Section. From the Grand Trunk Railway Bridge to Gerrard Street Bridge.

3rd Section. From Gerrard Street Bridge to the Winchester Street Bridge.

The work shall be proceeded with throughout the three sections, and shall be commenced at such places on the River as may be decided by the Engineer, and they shall be completed on or before

Tenders shall be accepted for the whole work or for each section separately. The Committee on Works preferring separate tenders for each section. Should it be decided to accept one tender for the whole, the work on each section must be carried on simultaneously, and no one section will be considered complete until the completion of the whole.

The Plans and Profiles show the course of the new channel, the elevation of the present Don Flats on each side of the proposed channel, the grade of the roadway above the level of the Lake, and the depth of the channel below this point with cross-section each 100 feet throughout; Sections Nos. 1 and 2 showing the nature of the work to be done.

The 1st section, from the Lake to the Grand Trunk Railway Bridge soundings have been made at intermediate distances, giving the information necessary for a full understanding of the work to be done.

The following is a list of Plans submitted:

No. 1. Plan and Profiles from Winchester Street to Grand Trunk Railway Bridge.

No. 2. Cross-sections of Winchester, Gerrard, Queen and Eastern Avenue.

No. 3. Borings from Station 0 to Station 67.

No. 4. Plan of piling.

No. 5. Alternative Plan of Piling.

No. 6. Plan of Gerrard Street and Eastern Avenue Bridges.

"TWO."

1. SPECIFICATION of all works of construction and material required in straightening the River Don, which comprises excavation of side hills, excavating and dredging the new cut, and deepening and widening portions of the old channel coming within the lines of the straightened channel.

Piling sides of channel and the formation of roadways on each side, and all other works connected with the construction and completion of the straightening of the river.

The bottom width of the channel shall be 120 feet throughout, and its depth 12 (twelve) feet below zero level of the Lake, as shewn by Harbour Commissioner's gauge at Queen's Wharf. The material excavated and dredged from the channel shall be placed on each side of the new channel to form the roadways; any surplus material from this source shall be used to bring the embankments to the proper level through such portions of the channel where the material to be

width and depth of channel and disposal of material

- excavated is not sufficient to do so, and to form roadways at these points, and to fill up, when necessary, the old channel of the river, the places of deposit to be as directed by the Engineer. The method of removal may be by scows, or otherwise, and the manner of carrying out the work will be left to the Contractor.
- Slips in embankment
2. All slips from embankment occurring during progress of excavating, or before the piles are driven or secured, shall be removed by the Contractor in the manner before specified, for which no extra will be allowed.
3. The measurements of the work for the 2nd and 3rd section shall be the actual depth of channel excavated and the width of channel from outside to outside of piles when completed. The Contractor (or Contractors) when making his (or their) estimates for tendering will decide as to the quantity and value of material in slopes.
- Soundings on 1st section
4. Soundings on the line of the first section shall be submitted to the Contractor with an approximate estimate of the quantity of material to be removed from this section. A lump sum tender will be accepted by the Committee on Works for this section.
- Formation of roadways at sides of channel
5. The Contractor shall form the roadways on both sides of the channel as shewn on Plan No. 2, to be seen at the office of the City Engineer. The surface of roadway when completed will be about 10 feet above the zero level of the Lake, an average of about 4 feet above the Don Flats, excepting at the approaches to the King Street, Eastern Avenue and Grand Trunk Railway bridges, where the roadway will be carried up to the surface of the road with a grade of 1 in 60, and a width of 125 feet in addition to its slopes, which will be $1\frac{1}{2}$ to 1.
- Hill side cutting
6. As there will not be sufficient material from channel to complete the roadway and fill in old channel, all other material necessary shall be from side hills, excepting a small quantity to be removed from the Gerrard Street embankment. This material to be removed to such points as may be determined by the Engineer. The quantity to be borrowed cannot be definitely determined on at present.
- Winter work, measurements, &c
- Should the Contractor carry on the work during the winter months, care must be taken that no snow be deposited in the embankments, and all frozen earth shall be deposited on the outside slopes of the embankments. Measurements of quantities taken from side-hill cuttings shall be made in cuttings. During the winter months, however, when it may be impossible to do so, the quantities in embankments may be taken for progress estimates, the Engineer making such deductions as he may think necessary for settlement of embankments.
- Nature of material to be removed from channel
7. From borings taken along the line of the new channel, descriptions of which are shewn on Plan No. 3, it is quite possible that small quantities of *shale* (rock) may be found in places along the channel bottom, but not, in the opinion of the Engineer, of sufficient thickness to interfere with the operation of dredge or the driving of piles. Should it, however, be necessary that other means be taken to remove this shale, the Contractor will give a price per cubic yard for this work, the quantity to be estimated by measurement after its removal from the channel.

8. The price tendered for excavating and dredging of channel includes the cost of removal and disposal, and the cost of excavating side-hills and from roadways shall include removal, disposal, and levelling. The average haul is estimated at 1,500 feet; should the haul exceed this distance the Contractor will be allowed one cent per cubic yard for every 100 feet haul over that distance, Haul for a distance of 1,300 feet.

Removal and disposal of material

9. The embankments must be carried to a height sufficient to allow for settlement, so that on the completion of the work the height of the roadway will agree with the levels given by the Engineer. The roadway to be graded to an even surface and the outside slope neatly trimmed. The several roads crossing the line of channel shall be graded as shewn on Plan, with roadway crowned, with side channels. The Contractors will carry on this work with as little inconvenience to the public as possible, and for this purpose must provide convenient passing places.

Allowance for settlement and grading roadway

10. Should the Contractor require to make roads across private property for the hauling of material, and his own convenience in carrying out the work, he shall do so at his own expense and cost, and all damage in connection with these roads must be settled by the Contractors.

Making roads for convenience of contractor

11. The Contractor shall at his own cost keep open all private roads crossing such portion of public roads crossing the line of river channel and within the bounds of the Contract, the raising or widening of which is included in Contract, or provide such other means of outlet. The cost of this work shall be allowed to the Contractor as an extra to Contract; the work shall be done by day labor, for which the usual wages plus 15 per cent. for the use of tools and inspection will be allowed. The Contractor will notify the Engineer when it is necessary to carry out any works of the description mentioned in this clause.

Keep open private roads

How paid for

12. The Contractor will, when in the opinion of the Engineer, extend all necessary sewers, private drains or creek channels; the private drain connections will be wooden box, 12 inches square inside measurement, laid about the level of the present flats, with an inclination sufficient for proper drainage. The box drain at Front Street (4 ft. x 4 ft.) will be extended 200 feet to the new channel, and the brick sewer 2 ft. 0 in. x 3 ft. 0 in. at Eastern Avenue will require to be extended a distance of 150 feet and a brick head provided at its entrance into the new channel. The number of private drains cannot be estimated, but they will not exceed 10.

Sewers, drains, &c

13. The piles shall be cedar, sound and straight, and free from all projecting knots, 30ft. long and 10in. across at the small end. They shall be free from all injurious defects, and shall be inspected by the Engineer, or by an inspector appointed by him, and all defective piles shall at once be removed from the works—piles shall be flatted on the four sides, the flatted sides shall be cut parallel and carried down as far as 12 inches square will go, which must be at least 18 feet, they shall be driven plumb and in good alignment, making a close tight joint, and shall be driven so that not more than 12 inches need be cut from their top. The top of piles when driving shall be protected by a heavy iron ring to prevent injury to the pile, and when, in the opinion of the Engineer in charge,

Piling

it is necessary, they shall be shod with an iron shoe, of pattern provided by the Department, weighing not less than 20 lbs.; when this is not necessary they shall be slightly pointed, the end of pile to be blunt. No piles shall be driven less than 10 feet below the bottom level of the channel.

Channel piles 14 All piles injured by driving, or found defective or unsound at the time of driving or afterwards, shall be removed and replaced by a sound pile.

Anchor piles 15. Anchor piles shall be driven as shown with an angle of 15 degrees from the vertical, the length shall be the same as channel piles before specified, shall be secured to channel piles at lower lines of walings, either with iron tie-rods or by rock elm ties bolted to channel piles. If rock elm is used the ties will be notched and bolted to each pile in the row. Two anchor piles are considered sufficient to hold the piling, but should it be necessary three piles will be driven; the stability of each shall be further secured by land ties, one to each pile laid parallel to the face of the work and bolted to the piles as shown.

16. Anchor piles must be fixed and secured before filling at back of channel piles. The Contractor will fill in all open spaces between piles by driving pine sheet piles of the necessary thickness to fill the opening, longitudinally and transversely.

Walings

17. Rock elm waling pieces 12 x 9 inches shall be provided and placed on both sides of piles, as shown on plan, piles to be prepared to receive the walings; no open space will be allowed between the wales and piles, walings to be bolted to piles, as shown. The bolts to be placed 5ft. 6in. apart and 1in. diameter, with solid heads, threads machine cut, and provided with nuts and castiron washers. The washers at joining of wales to be 5in. diameter. Walings to be scarfed at joinings and joints broken. The lower line of walings shall be placed at zero level of the Lake, and the upper level face of the upper line of wales shall be square, with the head of piles when sawn off at its proper level; and a rock elm cap shall be secured to wales and piles with 1in. rag bolts, 20 inches long, as shown. Iron rods securing channel piles to anchor piles shall be of a fibrous and tough quality, equal to the best Swedish, and capable of standing a strain of 50,000 lbs. per square inch, sectional area. They shall be 1 1/2 in. diameter, ends upset, and have full diameter after thread is cut; they shall be threaded at both ends. Threads in rods and nuts to be machine cut, the rod to fit tightly into nut. All rods and nuts with imperfect threads shall be rejected. The washers to be 6in. diameter and 3/4 in. thick.

Caps, bolts, &c

18. On the completion of portions of the work the tops of piles shall be sawn off square to the height of the roadway. Return piles at openings into old channel as shown; these piles shall be used as supports for bridges for ordinary traffic and for railway purposes they shall be driven with a 2,200 pound hammer, and to such limit of resistance as may be approved by the Engineer.

**Returning
piles at
openings**

19. All piles shall be marked before driving is commenced, and in no case shall they be cut off before the limit of resistance is approved by the Engineer.

**Connecting
piles with
bridges**

20. When channel piles are connected with foundation piles of the King Street and Grand Trunk Railway Bridges, the waling shall be extended and secured to bridge piers, and should the piling from piers to bridge be insufficient

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in depth to meet the requirements of the deepened channel, they shall be removed and replaced by longer piles, or, when the width shall admit, an outside row of piles shall be driven.

21. The walings shall be extended across bridge piles and properly secured, and, if necessary, a row of piles shall be driven at right angles to the face of the work abutting the sides of the bridge foundations; caps will not be required in this case.

22. Should it be found during the progress of the work that shale exists in quantities at places on the river, making it impossible to drive piles, the Contractor shall in this case sink cribs to the depth required, in accordance with Plans to be provided by the Engineer. The cribs to be filled in with stone, and properly secured and connected with adjoining piles.

23. Tenders have been asked for by the Committee on Works for the piles delivered on the ground, and should the Committee decide to accept separate tenders for this material, the City will furnish the same to the Contractors for piling at cost. Separate tenders for piling

24. It is advisable that the Contractor, before tendering for this work, should make a thorough examination of the ground, the material to be dealt with in excavation, as well as the bridges specified to be removed and rebuilt, and the site of new structures. Examination of ground, &c., by the contractor

25. Specification of work and material required in the erection and completion of bridges at Gerrard Street and Eastern Avenue. Bridges

26. The present structures at Eastern Avenue and Gerrard Street (the plans of which will be submitted) to be removed and rebuilt at Gerrard Street. The 53 foot spans for both bridges will be reconstructed as shewn, as marked A.A., and the two 45 foot spans from both bridges will cover spaces marked B. Present structures

27. The Contractor will take down the present bridges at Gerrard Street and Eastern Avenue, and remove the material to the site of bridge at Gerrard Street; shall rebuild the same in accordance with Plan No. 6. The Contractor will provide all new material, both wood and iron, required for the proper re-construction of the bridges. Taking down present bridges

28. All material used in the bridges must be sound and free from all defects that will in any way weaken the strength of the structure. Specification for truss bridge to be erected at C.C., will apply to the above works. Material

29. Specification of works and material required in the erection of a Queen Truss bridge at Gerrard Street crossing, channel marked C.C. in Plan. Bridging

30. The work shall be executed according to drawings, the dimensions of which shall be strictly adhered to. Execution of work

31. The foundation of the bridge shall be piled as shown, piles to be white oak or rock elm equal in size to 12in. x 12in.; if required, each pile to be shod with a wrought iron shoe weighing 20 lbs., and to be driven with a ram weighing not less than 2,200 lbs., and to be driven to such limit of resistance as the Foundation

	Engineer may consider necessary. All piles to be marked before driving is commenced, and in no case shall ends be cut off until instructed and the limit of resistance approved by the Engineer.
Quality of timber	32. The timber to be used in bents and bridges shall consist of good, sound, white pine, having a clear straight grain, and free from sapwood, loose or dead knots, wanes or other symptoms of decay. It shall be sawn square, and each piece must measure full dimensions it represents. The sills of bents and piles to be morticed and tenoned, pinned and rag bolted, all mortices and tenons are to be well and accurately fitted and to be secured with 1 1/2 in. white oak pins driven through tenon. Felt to be laid between sill and piles, and the whole white leaded or tarred before they are put together. All joints of truss and bents to be white leaded.
Workmanship	33. The bridge to have a 3 in. camber, floor beams and stringers as shown, and covered with two thicknesses of plank 2 in. laid upon 3 in. breaking joint. The planks shall be laid, giving the road a slight crown sufficient to allow the water to run off, and means must be provided for its escape. Beams to be bolted to cords as shewn, and the stringers supporting planking to be properly secured. The walks to be raised 4 inches above the level of roadway.
Flooring, manner of laying	
Iron work	34. All iron work to be of the best quality, equal to Swedish, the elastic strain of which shall not be less than 25,000 lbs. per square inch of sectional area, and the breaking strain not less than 50,000 lbs. per square inch sectional area, vertical rods ends to be upset and threaded at both ends the full size of the rods, the threads to be machine cut, clean, and to fit tightly into nut, nuts to be hexagonal in shape. Contractor will provide and fix all castings as shewn, for which detailed drawings will be provided; provide two cast iron washers for each bolt, washers to be one diameter of bolt in thickness and three diameters of bolt in diameter.
Workmanship	35. Generally, in every respect the work to be carried out to the satisfaction of the Engineer.
Quantities	36. Bills of quantities with size of bolts required for the different works will be given.
Beam structures	37. Contractor will give a price per 1000 feet B.M., and per lb. for iron (wrought and cast) for beam structures over 20 foot openings. See drawing.
Combination truss bridges	38. Specification for Combination Truss Bridge to be erected over channel at Gerrard Street and Eastern Avenue, as shewn, will be 125 feet span and 120 feet from centre to centre of end pins, with 20 feet clear width of roadway, and two 6 feet footways.
Quality of timber	39. The timber used in upper cords, and trusses, and compression braces shall be of the best quality of white pine, free from all defects. Floor beams to be white oak of good and approved quality, and, as shewn, extending from outside to outside of footways as shewn on plan. Stringers, 4 x 12 inches, laid 24 inches centre and two double rows of stringers for street railway tracks, laid as shewn, lengthways of bridge supports; each stringer shall extend from beam to beam, having a lap at each end the width of the beam. The flooring to be of
Stringers for street railway tracks	

a good quality of pine, laid in two thicknesses, the lower planks to be three inches thick and the upper two inches thick, to be laid square with the bridge, breaking joint, and both thicknesses to be secured to floor beams with wrought iron apikes seven inches in length.

40. The footway shall be raised four inches above the level of the roadway ^{Footways} and laid with two inch plank; and the railing, as shown in plan, shall be firmly secured by wrought iron braces. The posts to be boxed and bolted to beams and bolted to rails with $\frac{3}{4}$ inch iron bolts.

41. The lower cords and tension members, pins and bolts shall be of the ^{Ironwork,} best quality, equal to the best Swedish, and have an ultimate strength of not ^{quality and} less than 50,000 lbs. per square inch; sectional area, and the elastic limit not ^{tests} less than 25,000 lbs. per square inch of sectional area, and will be subject to the following tests: specimen $\frac{1}{4}$ inch thick to bend cold 90 deg. around $1\frac{1}{4}$ inch cylinder without fracture; bars $1\frac{1}{4}$ inch square to bend double, cold, without fracture. Longitudinal rods shall be carried from floor beam to floor beam, and iron braces from beam to beam.

42. The upper ends and end braces to be built up, and cast iron keys to be ^{Keys, shoes, &c.} used at the joinings; cast iron shoes shall be provided to receive the ends of the wooden members, detailed plans of which shall be provided.

43. The top cords and end braces to be covered with corrugated galvanized ^{Corrugated} iron to protect bridge from weather. ^{galvanized} ^{iron}

44. All the timbers and iron must be of the size and dimensions shown on plans and details furnished by Engineer.

45. Foundations to be built as shown on plan, the face piles of channel ^{Foundations} forming the breast of the bridge; and piles in rows at right angles to face piles shall be driven and anchored as shown on plan. Piles shall be white oak, and of a length sufficient for the purpose required; they shall be about 30 feet (any pile over this shall be considered as an extra); all piles shall be driven to such depth and to such limit of resistance as may be necessary in the opinion of the Engineer to carry the weight of bridge.

46. The foundation piles shall be driven as shown in rows of three piles ^{Foundation} each, and at an angle to face of bridge, and four rows of two piles each, joined ^{piles} from the inside ends of trestle bridge, the whole to be braced with rock elm or oak ties bolted to piles from outside, and in such a manner as to preclude the possibility of any movement in the foundation.

47. Construct trestles throughout as shown on Plan, the trestles for com ^{Trestles} bination bridge and the neighbouring Queen trusses to be connected by bracing as shown. The sills of bridges shall rest on and be secured to piles for foundation, and the space from the underside of sill to the level of the surface of the road shall be filled in with Portland cement concrete, in the proportion of one of cement to three of sand and three of broken stone or gravel.

48. The combination bridge shall rest upon four castiron chairs, which sit ^{Bridge seat} upon white oak, firmly secured by bolts to trestles, as shown.

Alternative plans of foundations	49. Two alternative plans for foundations will be received. The first shall be cribs filled with stones.
Crib work	50. The timber in cribs to be white pine, 12in. x 12in., square on sides and ends, and 8in. x 10in. square in ties, properly framed, filled with stones, and sunk 4 feet below the bottom of channel; the cribs required will be 28 feet cube.
Masonry	51. The second shall be masonry. The masonry will be of the class known as uncoursed rubble; no stone to be less than 8 inches in depth, and they must be laid upon their natural beds. Headers and stretchers will be used alternately the former to be not less than 18 inches long on the face, and must extend 4 feet back into the wall; the stretchers shall be at least 2 feet 6 inches long in the face, and extend two feet into the wall; the backing in all cases to be equal in thickness to the face stones; the whole work to be laid in Portland cement mortar, made from one part of cement to three parts of clean sharp sand, thoroughly mixed with water. The stone used shall be good sound free or lime stone taken from a quarry; they are to be dressed on their beds, and vertical joints, so as to form $\frac{1}{4}$ inch joint, which must overlap at least 6 inches the joint below it; the faces will be left rough, as taken from the quarry; cut $\frac{1}{4}$ inch chisel draft about all corners. The bridge seats are to be 12 inches deep, in length the width of the wall, with $\frac{1}{4}$ inch projections, and the width 3 feet, tool dressed, chamfered, chisel-drafted and clamped together, and properly secured to abutments, and the whole work neatly pointed where exposed to view.
Schedule prices	52. Contractors will give a price for the two classes of work in the schedule sheet attached to this Specification. The approximate quantities required in each crib or abutment will be as follows: Timber, 100,000 feet B.M.; stones 65 toise; masonry, 710 cubic yards.
Quantities	
Paid for by lineal foot	53. The bridge will be paid for by the lineal foot, measured from centre to centre of the end pins, and the price paid will include the cost of the bridge erected ready for traffic.
Iron work to be painted	54. All iron work must have one coat of iron oxide paint mixed with boiled linseed oil before erection, and one coat when erected.
Painting wood work	55. The wood work of bridge to have one priming coat of white lead and a final coat of red oxide to agree with iron work.
Material	56. The Contractor to find all material, erect floor, and complete the bridge ready for use.
Work to be approved by engineer	57. The whole of the material and workmanship to be approved of by the Engineer and the work completed to his satisfaction.
Separate tenders for bridges	58. The Committee on Works prefer that separate tenders should be received for the erection of bridges, foundations, etc., complete; one tender for the whole work.
	59. The Contractor is particularly requested to fill in the prices in the schedule attached to this Specification.

GENERAL CONDITIONS.

1. All works are to be executed according to the Drawings and Plans exhibited in the City Engineer's Office at the time of the taking of the Tenders, or such others as may be furnished by him from time to time during their progress.

2. The Contractor to commence the works and carry them on at whatever point or points as the City Engineer may direct; but no part of them shall be undertaken without his written orders. And the time for completion, mentioned elsewhere herein, shall be computed from the date of the first of such orders. The Contractor shall not enter upon any private property, for the purpose of carrying on the works, until authorized so to do in writing by the City Engineer. And he shall give due and sufficient notice to all Companies, such as Railway, Gas, or Water, etc., of his intention to enter upon their premises or interfere with their works. He will be held responsible for all damage caused by neglect to protect, in a proper manner, the works under construction by him. And he shall afford every facility for public and private traffic across and around such works, whether directed so to do or not by the City Engineer.

3. The whole of the material supplied, and work executed, shall be the best of their respective kinds, and the City Engineer shall be at liberty to reject, and caused to be removed from the work, all material which may in his judgment be defective, or insufficient in quality; and he shall also have the power to order and enforce the discharge from the works of any foreman or other employee of the Contractor, should he consider him unfit for his duties, or in any respect objectionable.

4. Previous to the commencement of the work the Engineer will give the lines and levels for the same, and the Contractor will thereafter be held responsible for the correct carrying out of the works, according to such lines and levels, until they are completed and taken off his hands.

5. The Contractor to reserve and set aside for the use of the City, free of cost, all bricks, gravel, sand, surplus earth or other material found on the lines of the works, and not required for filling in or other purposes connected therewith, and to deposit the same where directed by the City Engineer, within a distance not exceeding half a mile, and no material shall be otherwise disposed of, or carted off the works, without the order in writing of the City Engineer.

6. All insufficient and defective material will be rejected, and must be immediately carted off the ground at the expense of the Contractor; and the City Engineer shall have full power, after giving the Contractor twenty-four hours' notice thereof, in writing or otherwise, to substitute other bricks or materials, and to charge the difference in cost, if any, to the Contractor, deducting the same from the amount of his estimate.

7. Any increase or diminution in the quantity of work or materials herein specified or provided, shall be added to or deducted from the amount of the Contract, agreeably to the rates and conditions specified in the Schedule of Prices attached to this Specification.

- Extra work** 8. All extra works not included in the Contract or Specification, ordered in writing by the City Engineer, shall be paid for according to special agreement in writing, or by measurement, and on the Schedule of Prices attached to this Specification, which shall form part of the Tender and Contract.
- To maintain works in good repair** 9. The Contractor shall maintain in good working order, and in complete repair, the whole of the works above described, for twelve months from the date of the City Engineer's certificate of the completion of the same. The Committee on Works, nevertheless, to have full power during the said period of twelve months
- Tenders** 10. The tenders are to be made as per tender form attached, and must be made to cover the cost of the completion of the work in every respect in accordance with the Specifications and Drawings.
- Plans and Specifications** 11. The Contract to comprise the formation and completion of the several works shewn by the Plans, Sections, Drawings and Specifications referred to. Such Drawings and Specifications are to be considered as explanatory of each other, and should anything appear in the one that is not described in the other, no advantage shall be taken of any such omission. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and import of the said Specifications or Drawings, or about the quality or dimensions of the materials, or the due and proper execution of the works, or as to the measurement or quantity and valuation of the works executed under this Contract, or as extras thereupon, or deductions therefrom, the same shall be explained by the City Engineer for the time being; and this explanation shall be final and binding upon the Contractor; and the Contractor so to execute the work according to such explanation, and without charge or reduction to or from the Contract, as the City Engineer shall assess.
- Interpretation**
- Levels** 12. The levels and measurements from which the sections and plans of the ground are made are supposed to be correct, but the Contractor is to verify the same should he think fit so to do, as he will be held responsible for the consequences of any error contained therein, or omission therefrom.
- Setting out and keeping correct** 13. The Contractor is to set out and keep correct the works in every particular, according to the drawings herein specified, or such other drawings as may be supplied, or the directions that he may receive from time to time, and to be held responsible for the correctness of the same throughout the whole term of this Contract.
- Computation of quantities** 14. The written dimensions on the Drawings are in all cases to be preferred to the scales in computing the quantities.
- Contractor to provide materials and labor** 15. The Contractor shall provide and be at the expense of all materials, labour, carriage, implements, tackle, machinery, and other matters and things of every description, that may be requisite for executing, constructing, carrying on and completing the works, and shall pay the wages of all artificers and labourers employed in the work.

16. The Contractor to pay all fees and compensations occurring by reason of the execution of the several works, and to deliver at the office of the City Engineer certificates in writing from the proper authorities that all public and private ways, and all property, paving and works, or things that may have been disturbed or injured by the said works, have been properly made good and all expenses and demands in respect thereof paid by the Contractor, before payment shall be made of the final balance due to him for the works under this Contract, as hereinafter mentioned.

Payment of
fees and com-
pensation

17. The care of the entire line of works, until their completion, is to remain with the Contractor and his sureties, and the said Contractor and his sureties shall be held severally responsible for all accidents arising from the inclemency of the weather, land springs, floods, fall or spring freshets, ice or fire, settlement of embankments, faulty construction, or any other cause whatsoever, and chargeable for anything that may be stolen, removed or destroyed, and he shall also be held responsible for the making good of all damage and defects occasioned by carelessness, deficiency of strutting, fencing, watching or lighting, whether to the said works or to the adjoining buildings and premises, from bad or insufficient materials, bad workmanship, or any other cause whatever, and whether such damage or defects may be or might have been discovered during the progress of the said works, or in consequence thereof, or shall appear or be known after the completion thereof, or whether payment may wholly or partially have been made, or the works approved as supposed to have been properly done; and no certificate or approval of any work by any officer of the Corporation, or any member of such Corporation, shall effect or prejudice the right of the said Corporation against the Contractor, or be considered or held as at all conclusive as to the sufficiency of any works or materials.

Responsibility
for accidents,
damages, etc.

18. And in case of any action, suit or proceedings being brought or taken against the Committee on Works, or the Corporation of the City of Toronto, or any of them, or any of their officers or servants, in respect of any such damage or defects, or any loss, damage, or injury by reason thereof, or consequent thereupon, the Contractor shall fully indemnify them, and each of them, therefrom, and forthwith pay to him or them all costs, charges, damages, and expenses which he or they shall or may have been put to or have incurred in reference thereto. And the said Committee on Works may, if they shall see fit, compromise any such action, suit, or other proceeding, or any claim in respect of any such damage as aforesaid, on such terms as they shall think fit; and the Contractor shall thereupon forthwith pay to them the sum or sums paid by the Committee upon the occasion thereof, and shall, in every case, pay to them such sum or sums as shall fully indemnify them, according to the present stipulation. And it shall be competent to said Committee to deduct the amount of all such damages, and the costs thereof, out of any money due or to become due from them to the said Contractor on this or any other Contract.

Indemnifica-
tion of Board

19. Should the City Engineer require it, for his more perfect satisfaction, the Contractor shall, at any period during the continuance of this Contract, make such openings, and to such extent, through any part of the said works, as the City Engineer may direct, and which he shall make good again to the satis-

Opening for
examination

faction of the City Engineer, or other authorized officer. Should the works be found faulty in any respect, the whole of the expenses thereby incurred shall be defrayed by the Contractor; but if otherwise, by the Corporation.

Contract not to be assigned or underlet

20. The Contractor not to assign or make over this Contract to any other person, nor to underlet to, nor to make a sub-contract with, any workman or workmen for the execution of any part thereof, or any other work appertaining thereto, without the permission of the Committee on Works; but to employ his own workmen for the labor thereof, who are to be paid by him in wages by the day. And in case the Contractor assigns or makes over this Contract, or underlets or makes a sub-contract contrary to this agreement, he shall forfeit to the said Committee a sum to be assessed by the City Engineer, and which shall be deemed liquidated and ascertained damages, and may be recovered by action, or deducted by the said Committee from any sum or sums due or to become due to the said Contractor under this Contract or otherwise howsoever; and should the Contractor or his agent give any gratuity to any officer of the Corporation, the said Committee shall be at liberty to determine this Contract, and the Contractor shall forfeit to the said Committee the sum so assessed as liquidated damages for the non-performance of this Contract.

Gratuities not to be given

Specification and drawings, adherence to

Alteration of work, etc.

Written orders for extras

Weekly account of extras, etc.

Expedition in carrying on the works

21. No part of the works shall be altered from that shown on the Drawings or described in this Specification, without the express sanction of the City Engineer; but should it be deemed expedient by the Committee or by the City Engineer, at any time while the works are in hand, to increase or diminish the dimensions, quantity of material or work, or alter the situation or levels, or vary the form or dimensions of any part of the said work, they or either of them shall have full power so to do, and to order and direct any such increase, diminution, or alteration to be made, and that without in any way vitiating or affecting this Contract; and the Contractor shall in pursuance of such order and directions as he may receive in writing, but not otherwise, execute the works thereby ordered and directed, and in conformity therewith, and the difference in expense occasioned by any such increase, diminution or alteration so ordered, and directed shall be added to or deducted from the amount of this Contract, as provided in clause 7, and the Engineer shall ascertain the amount of such additions or deductions; but if any extra, additional or different works be proceeded with or executed by the Contractor, without previous orders given in writing under the hand of the City Engineer, no charge for the same will be allowed.

22. The Contractor shall deliver to the City Engineer a weekly account of such extra or omitted work, duly ordered in the manner hereinbefore mentioned, signed by himself or his agent; and such account shall be paid in full within one calendar month, or such period as the City Engineer may direct, upon the City Engineer's certificate of its correctness, and no claim whatever will be entertained for works not included in such weekly account.

23. The Contractor shall commence and carry on the works with due diligence and as much expedition as the Committee or its authorized officers may require; and in case the Contractor shall fail to do so, or shall neglect to provide proper and sufficient materials, or to employ a sufficient number of

workmen to execute the works which he shall be ordered to execute, with the diligence or the despatch required; then either the said Committee or the City Engineer shall be at liberty, and are hereby authorized, to employ other Contractors or workmen, and to provide the necessary materials, and to charge the extra expenses incurred thereby to the account of the Contractor, and to deduct the same from any sum or sums due, or to become due to him, under this or any other contract with the said Committee on Works on behalf of the Corporation.

24. If at any time the works or any part thereof, are, in the judgment of the City Engineer, not executed or not being executed in a sound or workman-like manner, and in all respects in strict conformity with this Specification and the Contract of which it is made a part, and to his satisfaction the same shall be intimated to the Contractor in writing or otherwise, and in case he refuse to take down, rebuild, repair, alter or amend any defective or unsatisfactory work, or comply with any order he may so receive to that effect, or in case the works, from the want of sufficient or proper workmen or materials are not proceeding with all the necessary despatch, then the said Committee on Works shall, on report of the City Engineer, after giving three days' notice thereof to the Contractor, his agent or foreman, have full power, without vitiating this Contract, to take the works wholly or in part out of the hands of the said Contractor, and to engage or employ any other person or workman, and procure all requisite materials and implements for the due execution and completion of the said works; and the costs and charges incurred by them in so doing shall be ascertained by the City Engineer, and paid for or allowed to the said Committee on Works by the Contractor; and it shall be competent to the said Committee on Works to deduct the amount of such costs and charges out of any money due or to become due from them to the said Contractor under this or any other contract.

On neglect of Contractor Board may do works

25. Should any materials which the City Engineer shall deem of an inferior description, or improper to be used in the works, be brought on the ground, the same shall be moved entirely away therefrom within twenty-four hours after orders have been given by the City Engineer to that effect; and in case of non-compliance with any such orders, the City Engineer may cause the said inferior or improper materials to be taken away at the Contractor's expense; and the Contractor shall forthwith pay to the said Committee the amount of such expense, and also at the rate of \$10 per day for any day subsequent to the expiration of the said twenty-four hours during which the materials shall not have been removed, such sum of \$10 per day being deemed as liquidated damages.

Inferior material

26. The City Engineer shall have full power, should he see fit, upon giving notice in writing to the Contractor, to suspend the execution of the works, or any portion of them; and no extra charge shall be allowed to the Contractor in respect thereof.

Suspension of works

27. In the absence of the City Engineer, the Assistant Engineer or Inspector of the works, or any other persons whom the City Engineer shall appoint to superintend the works, shall have (subject to the instructions of the City

Decision as to carrying on of works

Engineer) full power to decide as to the manner of conducting and executing the said works, in every particular, and the Contractor shall follow the instructions or orders of the persons so appointed.

Contractor's
agent

28. In the absence from the works of the Contractor, his agent, foreman or other person in charge for him shall be considered as acting in his place, and all orders or instructions given to such agent or other persons by the City Engineer shall be as binding on the Contractor as though given to him in person.

Date of com-
pletion of
work

29. The Contractor to finish the whole of the above works by the first day of November, 1888, from the date of the City Engineer's orders to commence the same, and to pay twenty dollars as liquidated damages for each and every day that any part of the said works shall remain unfinished after that time. But in the event of delay to the works by reason of strikes or combination on the part of the workmen employed, or by any act of the Committee on Works, the City Engineer will allow such additional time as he may deem fair and reasonable.

Money recover-
able, etc.

30. All moneys payable to the Corporation by the Contractor under any stipulation herein, may be recovered by action by the parties for the time being entitled to sue on this Contract; or the same may be retained out of any moneys then due or which may hereafter become due from the said Committee to the Contractor under this or any other Contract, or otherwise howsoever; and the Committee on Works shall have full power to withhold payment of any moneys to the Contractor after circumstances shall have arisen which may give rise to such retention as aforesaid, until after disposal or settlement of such circumstances, though the sum to be retained may be unascertained at the time of such withholding.

In case of
bankruptcy,
etc.

31. It shall be lawful for the said Committee on Works, acting on behalf of the Corporation, in case the said Contractor shall fail in the due performance of any part of the undertaking, or shall become bankrupt or insolvent, or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on, or propose to carry on his business under inspectors on behalf of his creditors, or shall commit any act of bankruptcy, and shall not, in the opinion and according to the determination of the said City Engineer, exercise such due diligence and make such good progress as would enable the works to be efficiently completed at the time or in the manner aforesaid, to determine the Contract, so far as respects the performance of the same under the direction of the said Contractor, by a notice in writing under the hand of the City Engineer (but, without thereby affecting the obligations, liabilities and responsibilities of the said Contractor, the whole of which shall, unless otherwise agreed in writing to the contrary, and except as otherwise hereinafter mentioned, continue to be in force as fully and to the same extent and for the same period as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the said Contractor, and without thereby creating any trust in his favour), and to enter upon and take possession of the said works, and of the plant, tools, and materials of the said Contractor, and use or sell the same, as the absolute property of the Committee. And all the powers of the City Engineer with respect to the

determination of any doubts, disputes, and differences, and with respect to the settlement of the Contract, and the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect to the said Contract, shall be and continue in force with respect to the same as though such Contract had not been determined.

32. In the event of the Contractor failing or neglecting for two weeks to pay the wages of the men and teams employed on the works, the Committee on works, on the representation of the City Engineer, reserves to itself the right to pay all such wages ascertained to be due, and to deduct the amount of the same from any moneys due or coming due to the Contractor, on this or any other Contract. Wages to be paid and amount deducted

33. The Contractor shall, previous to the first day in each month, hand in to the Engineer his account for all work during the preceding month, on the printed form which shall be furnished to him on application, and subject to the conditions in this Specification contained, the Contractor shall be paid in manner following, that is to say: That as the work proceed, and upon the certificate of the City Engineer, advances at the rate of 85 per cent. shall be made upon the value of the works executed until their completion; but such advances are in no case to be made more frequently than monthly, unless otherwise allowed by the Committee on Works; that on the completion of the work a further advance at the rate of 5 per cent. shall be made upon such valuation by the City Engineer, and that the final balance of 10 per cent. shall be paid to the Contractor at the expiration of twelve months, and when the conditions of this Specification shall have been entirely fulfilled. Payment

34. Provided always, that no advance shall be taken as an admission of the due performance of this Contract, or of any part thereof, or of the accuracy of any claim or of any amount of work performed, or in any way limit or prejudice the power of the said City Engineer or Committee on Works under this Contract, anything to the contrary notwithstanding.

35. The plant and materials provided by the Contractor shall be approved by the Engineer, and shall, in all cases, from the time at which they or any of them may be brought upon the works and lands of the Committee, and during the construction, and until the completion of the works, become and continue the property of the Corporation, and the Contractor is hereby prohibited from removing the same, or any part thereof, during the progress of the works, without the consent in writing of the City Engineer; but no advance of money will on any account be made to the Contractor, either on materials or plant. Plant

36. The payments to the Contractor shall be made out of the funds under the control of the Corporation of the City of Toronto, in their public capacity; and no member or officer of such Committee, whether or not a party to this agreement, is to be personally responsible to the Contractor. Payments out of public funds

37. The Contractor, with two sureties not being members of the Council, will be required to enter into and sign a Contract and Bond with the Corporation in the penal sum of \$100,000 for the due and proper performance of this Contract. The expense of such Contract and Bond to be paid by the Corporation. Sureties

Tenders to be
on printed
form

38. All Tenders for the execution of the works herein set forth must be made on the printed forms supplied by the Committee on Works. None other will be received.

City Engineer
and his
assistants

39. Wherever the words "City Engineer" or "Engineer" occur in this Specification, otherwise than in clause 41 (final), they shall be taken to mean the City Engineer, his assistants, inspectors, or other officers appointed by him to superintend the works.

Contractor

40. Where the word "Contractor" occurs in this Specification, it shall be taken to mean either one individual or a firm of two or more, and the word "his" will refer to either one or other.

City Engineer's
decision final

41. The decision of the City Engineer on all points connected with this Contract and Specification shall be final and conclusive, whether as to the interpretation of the various clauses, the measurements, extra work, quantity, quality, and all other matters and things which may be in dispute; and from his decision there shall be no appeal.

CITY ENGINEER'S OFFICE, TORONTO.

(Sgd) R. MACDONALD.

RIVER DON IMPROVEMENT.

Schedule of Quantities and Prices.

SECTION 2, APPROXIMATE QUANTITIES.	DESCRIPTION OF WORKS.	RATES PER	PRICES.
Cubic yards.			
242,870	Dredging and disposal of material, hauling and spreading.....	cubic yard.....	\$ 0 18
57,945	Earth excavation and disposal, including hauling and spreading.....	"	23
Lineal feet.			
8,400	Piling, including wales, bolts, anchor piles, stay bolts, &c., &c., complete..	lineal foot	7 00
8,400	Piling, including wales, bolts, anchor piles, stay bolts, &c., &c., with elm ties.	"	7 50
	Removal and re-building of the Gerrard Street and Eastern Avenue bridges...	lump sum	2,000 00
	Constructing Queen truss bridge at Gerrard Street, including all material.	lineal foot.....	30 00
	Constructing combination bridge over channel at Gerrard Street, including all material.....	"	30 00
	Constructing combination bridge over channel at Eastern Avenue, including all material.....	"	30 00
	Piling for bridge foundations	lump sum	250 00
Feet B.M.			
200,000	Cribs for bridge foundations.....	1,000 feet B.M.	25 00
125 toise.	Stone for filling	toise (216 ft)...	14 00
1,400 cu. yds.	Masonry for bridge abutments.....	cubic yard.....	8 00
	Box drains, including excavation, laying etc.....	lineal yard.....	3 50
	Brick sewers, including excavation, building, etc.....	"	6 00
	Piles delivered on work.....	each	4 50
	Wrought iron.....	per lb.....	08
	Wrought iron ties for anchors.....	"	08
	Wrought iron for bolts and nuts.....	"	08
	Cast iron washers.....	"	08
	Strap iron.....	"	08
	Wrought iron shoes for piles.....	"	08
	Excavation of shale rock.....	cubic yard	5 00
	Timber for wales.....	1,000 ft. B.M.....	40 00
	Timber for caps (piles).....	"	25 00
	Trestle bridge s.....	lineal foot.....	15 00
	Fencing ordinary post board fence	rod.....	1 50
	Excavating material from Gerrard St. and raising roadway.....	cubic yard.....	25
	lin., 2in. and 3in. plank.....	1,000 ft. B.M.....	18 00

FORM OF TENDER.

TORONTO, November 30, 1886.

To the Chairman and Members Committee on Works:

I, the undersigned, do hereby offer to perform the whole of the work, and furnish all materials, labor, implements and tools of every description necessary to complete the work contemplated in the annexed specification, in accordance with the plans, specifications, etc., which have been examined by me at the office of the City Engineer, and to conform to all the CONDITIONS appended thereto at and for the prices given below, viz.:

	DESCRIPTION OF WORKS	PER.	\$	c.
Section No. 2	1. Dredging, disposal of material, hauling and spreading.....	cubic yard.....	18	
"	2. Earth excavation and disposal, including hauling and spreading.....	"	23	
"	3. Piling, including wales, anchor piles, stay bolts, &c., complete, as per plan.....	lineal foot.....	7	00
"	4. Piling, including wales, anchor piles, stay bolts, &c., with elm ties, complete, as per plan.....	"	7	50
"	5. Constructing Queen truss bridge at Gerrard Street, complete, as per plan.....	"	30	00
"	6. Constructing combination bridge over channel at Gerrard Street, complete, as per plan.....	"	30	00
"	7. Constructing combination bridge over channel at Eastern Avenue, complete, as per plan.....	"	30	00
"	8. Removing and rebuilding bridges at Gerrard Street and Eastern Avenue.....	lump sum.....	2,000	00
"	9. Beam structures over 20 foot openings, timber.....	1,000 ft. B.M....	25	00
"	10. Beam structures over 20 foot openings, ironwork.....	lb.....	10	

If the above Tender is accepted, and the Contract awarded to me, I hereby agree to furnish approved Sureties for the completion of the said work and to execute the Contract and Bond therefor when requested by the City Solicitor. And in the event of default or failure on my part in any particular, from any cause whatever, the said Corporation shall be at liberty to accept the next lowest or any tender, or advertise for new Tenders; and I hereby agree to pay to the said Corporation the difference between the above tender and any greater sum which they may be obliged to pay by reason of such default or failure including the cost of any advertisement for new Tenders; and to pay to the City Solicitor the cost of the preparation of such Contract and Bond; and generally to indemnify and save harmless the said Corporation from all loss and damage, cost, charges and expense, which they may suffer or be put to by reason of any such default or failure.

And I propose Mr. _____ of _____, and Mr. _____ of _____, as sureties who are willing to become bound with _____ for the due performance of the contract.

Signature } R. MACDONALD.

Address } Toronto.

We, the undersigned, do hereby offer to become bound with R. Macdonald in the usual bond for the fulfilment of any contract for any of the works named in the annexed Specification which may be awarded to him at the prices herein above set forth.

Signature of Sureties } JOHN BAIN,
A. P. MACDONALD.

N.B.—Unless the "BONA FIDE" signatures of satisfactory sureties are attached above in their proper places, this tender will not be entertained; and persons tendering are requested to fill in all blanks; and should any uncertainty arise as to the proper manner of doing so, the requisite information will be given at the office.

All blanks must be carefully filled in, or the Tenders will be declared "Not in Form."

A deposit in Cash, or a marked cheque, payable to the order of the City Treasurer, for the sum of \$4,000.00 must accompany each and every Tender, which will be retained until the provisions of By-law No. 962 are complied with.

The Contract with Alexander F. Manning and Randolph Macdonald relating to section 3 is dated 16th June, 1887, and is the same as the one relating to section 2, except that it is for the construction of all of the works connected with No. 3 of the Don River Improvement, complete. The Specifications therewith are, however, as follows:

ACCEPTANCE BY THE CONTRACTOR OF SPECIFICATIONS, CONDITIONS
ETC., FOR DON IMPROVEMENTS.

SECTION NO. 3.

We, the undersigned, having carefully read the following Specification and General Conditions, do hereby accept them as part and parcel of the Contract to be signed by us and our sureties for the construction of the works set forth therein.

[Sd.]

MANNING & MACDONALD.

Contractors' Signature.

TORONTO, June 10th, 1887.

N.B.—Intending Contractors are notified to read carefully the following Specification and General Conditions, so as to be thoroughly conversant with the conditions under which the Contracts are to be awarded and carried out.

EXTENT OF CONTRACT.

The Contract will include the excavation and dredging of a channel from the Winchester Street Bridge, as shown on plan, to Gerrard Street Bridge; the channel shall have a depth of 12 feet below zero level of the Lake, and a width of bottom of 120 feet. In addition to the above the Contract will include:

1. Piling both sides of channel as specified.
2. Filling in at back of piles and grading the roadway a width of 125 feet.
3. Filling in the old channel with all surplus from cuttings not required for roadway.
4. Removal of all obstructions on the line of the work.
5. The work will be divided into three sections.

3rd Section. From Gerrard Street Bridge to the Winchester Street Bridge.

The work shall be proceeded with throughout, and shall be commenced at such places on the River as may be decided by the Engineer, and they shall be completed on or before 1st day of November, 1888.

Tenders shall be accepted for the whole work or for each section separate, the Committee on Works preferring separate tenders for each section. Should it be decided to accept one tender for the whole, the work on each section must be carried on simultaneously, and no one section will be considered complete until the completion of the whole.

The Plans and Profiles show the course of the new channel, the elevation of the present Don Flats on each side of the proposed channel, the grade of the

roadway above the level of the Lake, and the depth of the channel below this point with cross section each 100 feet throughout; Sections Nos. 1 and 2 showing the nature of the work to be done.

The following is a list of Plans submitted:

No. 1. Plan and Profiles from Winchester Street to Grand Trunk Railway Bridge.

No. 2. Cross-sections of Winchester Street.

No. 3. Borings from Station 0 to Station 67.

No. 4. Plan of Piling.

No. 5. Alternative Plan of Piling.

"two."

1. SPECIFICATION of all works of construction and material required in straightening the River Don, which comprises excavation of side hills, excavating and dredging the new cut, and deepening and widening portions of the old channel coming within the lines of the straightened channel.

Piling sides of channel and the formation of roadways on each side, and all other works connected with the construction and completion of the straightening of the river.

The bottom width of the channel shall be 120 feet throughout, and its depth 12 (twelve) feet below zero level of the Lake, as shown by Harbor Commissioner's gauge at Queen's Wharf. The material excavated and dredged from the channel shall be placed on each side of the new channel to form the roadways; any surplus material from this source shall be used to bring the embankments to the proper level through such portions of the channel where the material to be excavated is not sufficient to do so, and to form roadways at these points, and to fill up, when necessary, the old channel of the river, the places of deposit to be as directed by the Engineer. The method of removal may be by scows, or otherwise, and the manner of carrying out the work will be left to the Contractor.

2. All slips from embankment occurring during progress of excavating, or before the piles are driven and secured, shall be removed by the Contractor in the manner before specified, for which no extra will be allowed.

3. The measurements of the work for the 3rd section shall be the actual depth of channel excavated and the width of channel from outside to outside of piles when completed. The Contractor (or Contractors) when making his (or their) estimates for tendering will decide as to the quantity and value of material in slopes.

5. The Contractor shall form the roadways on both sides of the channel as shown on Plan No. 2; to be seen at the office of the City Engineer. The surface of roadway when completed will be about 10 feet above the zero level of the Lake, an average of about 4 feet above the Don Flats.

6. As there will not be sufficient material from channel to complete the roadway and fill in old channel, all other material necessary shall be from side

Width and depth of channel and disposal of material

Slips in embankment

Formation of roadways at sides of channel

Hill side cutting

hills, excepting a small quantity to be removed from the Gerrard Street embankment. This material to be removed to such points as may be determined by the Engineer. The quantity to be borrowed cannot be definitely determined on at present.

Winter work,
measurements, &c

Should the Contractor carry on the work during the winter months, care must be taken that no snow be deposited in the embankments, and all frozen earth shall be deposited on the outside slopes of the embankments. Measurements of quantities taken from side-hill cuttings shall be made in cuttings. During the winter months, however, when it may be impossible to do so, the quantities in embankments may be taken for progress estimates, the Engineer making such deductions as he may think necessary for settlement of embankments.

Nature of material to be removed from channel

7. From borings taken along the line of the new channel, descriptions of which are shown on Plan No. 3, it is quite possible that small quantities of *shale* (rock) may be found in places along the channel bottom, but not, in the opinion of the Engineer, of sufficient thickness to interfere with the operation of dredge or the driving of piles. Should it, however, be necessary that other means be taken to remove this shale, the Contractor will give a price per cubic yard for this work, the quantity to be estimated by measurement after its removal from the channel.

Removal and disposal of material

8. The price tendered for excavating and dredging of channel includes the cost of removal and disposal, and the cost of excavating side-hills and from roadways shall include removal, disposal, and levelling. The average haul is estimated at 1,500 feet; should the haul exceed this distance the Contractor will be allowed one cent per cubic yard for every 100 feet haul over that distance, for a distance of 1,300 feet.

Haul

Allowance for settlement and grading roadway

9. The embankments must be carried to a height sufficient to allow for settlement, so that on the completion of the work the height of the roadway will agree with the levels given by the Engineer. The roadway to be graded to an even surface and the outside slope neatly trimmed. The several roads crossing the line of channel shall be graded as shown on Plan, with roadway crowned, with side channels. The Contractors will carry on this work with as little inconvenience to the public as possible, and for this purpose must provide convenient passing places.

Making roads for convenience of contractor

10. Should the Contractor require to make roads across private property for the hauling of material and his own convenience in carrying out the work, he shall do so at his own expense and cost, and all damage in connection with these roads must be settled by the Contractors.

Keep open private roads

11. The Contractor shall at his own cost keep open all private roads crossing such portion of public roads crossing the line of river channel and within the bounds of the Contract, the raising or widening of which is included in Contract, or provide such other means of outlet. The cost of this work shall be allowed to the Contractor as an extra to Contract; the work shall be done by day labor, for which the usual wages plus 15 per cent. for the use of tools and inspection will

How paid for.

be allowed. The Contractor will notify the Engineer when it is necessary to carry out any works of the description mentioned in this clause.

12. The Contractor will, when in the opinion of the Engineer, extend all necessary sewers, private drains or creek channels; the private drain connections will be wooden box, 12 inches square inside measurement, laid about the level of the present flats, with an inclination sufficient for proper drainage. The number of private drains cannot be estimated, but they will not exceed 10. Sewers, drains do

13. The piles shall be cedar, sound and straight, and free from all projecting knots, 30ft. long and 10in. across at the small end. They shall be free from all injurious defects, and shall be inspected by the Engineer, or by an inspector appointed by him, and all defective piles shall at once be removed from the works—piles shall be flatted on the four sides, the flatted sides shall be cut parallel and carried down as far as 12 inches square will go, which must be at least 18 feet, they shall be driven plumb and in good alignment, making a close tight joint, and shall be driven so that not more than 12 inches need be cut from their top. The top of piles when driving shall be protected by a heavy iron ring to prevent injury to the pile, and when, in the opinion of the Engineer in charge, it is necessary, they shall be shod with an iron shoe, of pattern provided by the Department weighing not less than 20 lbs.; when this is not necessary they shall be slightly pointed, the end of pile to be blunt. No piles shall be driven less than 10 feet below the bottom level of the channel.

14. All piles injured by driving, or found defective or unsound at the time of Channel piles driving or afterwards, shall be removed and replaced by a sound pile.

15. Anchor piles shall be driven as shown with an angle of 15 degrees from the vertical, the length shall be the same as channel piles before specified, shall be secured to channel piles at lower lines of walings, either with iron tie-rods or by rock elm ties bolted to channel piles. If rock elm is used the ties will be notched and bolted to each pile in the row. Two anchor piles are considered sufficient to hold the piling, but should it be necessary three piles will be driven; the stability of each shall be further secured by land ties, one to each pile laid parallel to the face of the work and bolted to the piles as shown. Anchor piles

16. Anchor piles must be fixed and secured before filling at back of channel piles. The Contractor will fill in all open spaces between piles by driving pine sheet piles of the necessary thickness to fill the opening, longitudinally and transversely.

17. Rock elm waling pieces 12 x 9 inches shall be provided and placed on both sides of piles, as shown on plan, piles to be prepared to receive the walings; no open space will be allowed between the wales and piles, walings to be bolted to piles, as shown. The bolts, to be placed 5ft. 6in. apart and 1in. diameter with solid heads, threads machine cut, and provided with nuts and castiron washers. The washers at joining of wales to be 5in. diameter. Walings to be scarfed at joinings and joints broken. The lower line of walings shall be placed at zero level of the Lake, and the upper level face of the upper line of wales shall be square, with the head of piles when sawn off at its proper level; and a rock elm cap shall be secured to wales and piles with lin. rag bolts, 20 inches Caps, bolts, &c

long, as shown. Iron rods securing channel piles to anchor piles shall be of a fibrous and tough quality, equal to the best Swedish, and capable of standing a strain of 50,000 lbs. per square inch, sectional area. They shall be $\frac{1}{4}$ in. diameter, ends upset, and have full diameter after thread is cut; they shall be threaded at both ends. Threads in rods and nuts to be machine cut, the rod to fit tightly into nut. All rods and nuts with imperfect threads shall be rejected, The washers to be 6 in. diameter and $\frac{1}{4}$ in. thick.

Returning
piles at
openings

18. On the completion of portions of the work the tops of piles shall be sawn off square to the height of the roadway. Return piles at openings into old channel as shown; these piles shall be used as supports for bridges for ordinary traffic and for railway purposes they shall be driven with a 2,500 pound hammer and to such limit of resistance as may be approved by the Engineer.

19. All piles shall be marked before driving is commenced, and in no case shall they be cut off before the limit of resistance is approved by the Engineer.

Connecting
piles with
bridges

20. When channel piles are connected with foundation piles of the King Street and Grand Trunk Railway Bridges, the walling shall be extended and secured to bridge piers, and should the piling from piers to bridge be insufficient in depth to meet the requirements of the deepened channel, they shall be removed and replaced by longer piles, or, when the width shall admit, an outside row of piles shall be driven.

21. The wallings shall be extended across bridge piles and properly secured, and, if necessary, a row of piles shall be driven at right angles to the face of the work abutting the sides of the bridge foundations; caps will not be required in this case.

Rock

22. Should it be found during the progress of the work that shale exists in quantities at places on the river, making it impossible to drive piles, the Contractor shall in this case sink cribs to the depth required, in accordance with Plans to be provided by the Engineer. The cribs to be filled in with stone, and properly secured and connected with adjoining piles.

Separate tend-
ers for piling

23. Tenders have been asked for by the Committee on Works for the pile delivered on the ground, and should the Committee decide to accept separate tenders for this material, the City will furnish the same to the Contractors for piling at cost.

Examination
of ground,
&c., by the
contractor

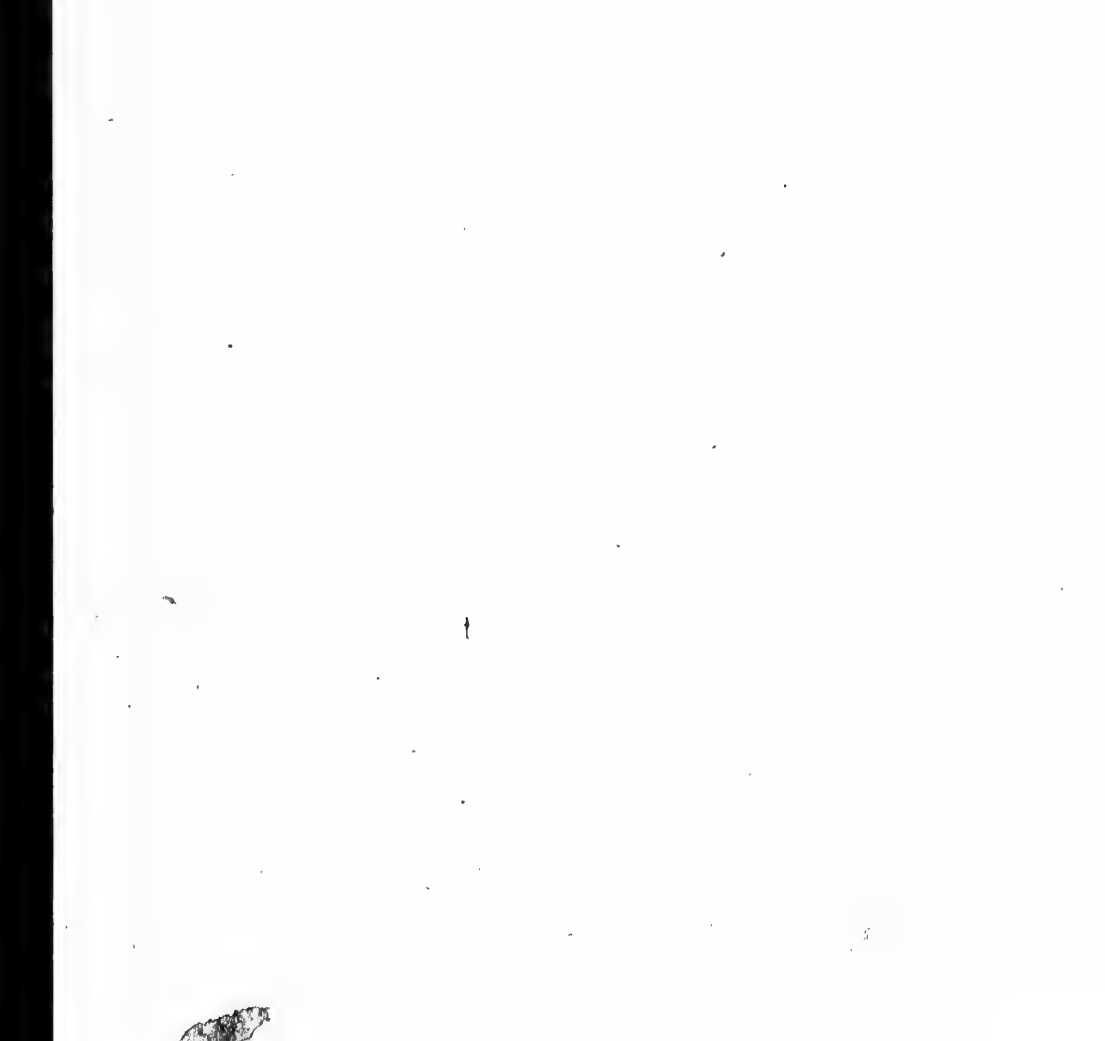
24. It is advisable that the Contractor, before tendering for this work, should make a thorough examination of the ground, the material to be dealt with in excavation, as well as the bridges specified to be removed and rebuilt, and the site of new structures.

GENERAL CONDITIONS.

[The general conditions here following are the same as on pages 27, 28, 29, 30, 31 and 32, except as follows: In 9 add "over the works" at the end. In 29 the date of completion is "1st July, 1889," and in 37 instead of "\$10,000" is "\$30,000."

RIVER DON IMPROVEMENT.
Schedule of Quantities and Prices.

SECTION 3. APPROXIMATE QUANTITIES.	DESCRIPTION OF WORKS.	RATES PER	PRICES.
Cubic yards. 138,840	Dredging and disposal of material, hauling and spreading.....	cubic yard.....	\$ 0 18
229,660	Earth excavation and disposal, including hauling and spreading.....	"	0 23
Lineal feet. 3,900	Piling, including wales, bolts, anchor piles, stay bolts, &c., &c., complete.....	lineal foot.....	7 00
3,900	Piling, including wales, bolts, anchor piles, stay bolts, &c., &c., with elm ties.....	"	7 50
	Removal and re-building of the Gerrard Street and Eastern Avenue bridges.....	lump sum.....	2,000 00
	Constructing Queen truss bridge at Gerrard Street, including all material.....	lineal foot.....	30 00
	Constructing combination bridge over channel at Gerrard Street, including all material.....	"	30 00
	Constructing combination bridge over channel at Eastern Avenue, including all material.....	"	30 00
	Piling for bridge foundations.....	lump sum.....	250 00
	Cribs for bridge foundations.....	1,000 feet B.M.....	25 00
	Stone for filling.....	toise (216 ft).....	14 00
	Masonry for bridge abutments.....	cubic yard.....	8 00
	Box drains, including excavation, laying, etc.....	lineal yard.....	3 50
	Brick sewers, including excavation, building, etc.....	"	6 00
	Piles delivered on work.....	each.....	4 50
	Wrought iron.....	per lb.....	08
	Wrought iron ties for anchors.....	"	08
	Wrought iron for bolts and nuts.....	"	08
	Cast iron washers.....	"	08
	Strap iron.....	"	08
	Wrought iron shoes for piles.....	"	08
	Excavation of shale rock.....	cubic yard.....	5 00
	Timber for wales.....	1,000 ft. B.M.....	40 00
	Timber for caps (piles).....	"	25 00
	Trestle bridges.....	lineal foot.....	15 00
	Fencing, ordinary post board fence.....	rod.....	1 50
	Excavating material from Gerrard St. and raising roadway.....	cubic yard.....	25
	1in., 2in. and 3in. plank.....	1,000 ft. B.M.....	18 00



FORM OF TENDER.

TORONTO, November 30, 1886.

To the Chairman and Members Committee on Works:

We, the undersigned, do hereby offer to perform the whole of the work, and furnish all materials, labor, implements and tools of every description necessary to complete the work contemplated in the annexed specification, in accordance with the plans, specifications, etc., which have been examined by us at the office of the City Engineer, and to conform to all the CONDITIONS appended thereto at and for the prices given below, viz.:

	DESCRIPTION OF WORKS.	PER.	\$ c.
Section No. 3	1. Dredging and disposal of material, hauling and spreading.....	cubic yard.....	18
"	2. Earth excavation and disposal of material, including hauling and spreading.....	"	23
"	3. Piling, including wales, anchor piles, stay bolts, &c., complete, as per plan.....	lineal foot.....	6 00
"	4. Piling, including wales, anchor piles, &c., with elm ties, as per plan.....	"	6 50
"	5. Beam structures over 20 foot openings, timber.....	1,000 ft. B.M.....	25 00
"	Beam structures over 20 foot openings, ironwork.....	lb.....	10

If the above Tender is accepted, and the Contract awarded to us, we hereby agree to furnish approved Sureties for the completion of the said work and to execute the Contract and Bond therefor when requested by the City Solicitor. And in the event of default or failure on our part in any particular, from any cause whatever, the said Corporation shall be at liberty to accept the next lowest or any tender, or advertise for new Tenders; and we hereby agree to pay to the said Corporation the difference between the above tender and any greater sum which they may be obliged to pay by reason of such default or failure including the cost of any advertisement for new Tenders; and to pay to the City Solicitor the cost of the preparation of such Contract and Bond; and generally to indemnify and save harmless the said Corporation from all loss and damage, cost, charges and expense, which they may suffer or be put to by reason of any such default or failure.

And we propose Mr. Angus P. Macdonald, of Toronto, and Mr. John Bain, of Toronto, as sureties who are willing to become bound with us for the due performance of the contract.

Signatures } A. F. MANNING.
R. MACDONALD.

Address }

We, the undersigned, do hereby offer to become bound with
in the usual bond for the fulfilment of any contract for any
of the works named in the annexed Specification which may be awarded to
them at the prices herein above set forth.

Signature of Sureties }

N.B.—Unless the "BONA FIDE" signatures of satisfactory sureties are attached
above in their proper places, this tender will not be entertained; and persons
tendering are requested to fill in all blanks; and should any uncertainty arise
as to the proper manner of doing so, the requisite information will be given at
the office.

All blanks must be carefully filled in, or the Tenders will be declared "Not
in Form."

A deposit in Cash, or a marked cheque, payable to the order of the City
Treasurer, for the sum of \$3,800.00 must accompany each and every Tender,
which will be retained until the provisions of By-law No. 962 are complied with.

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CONTRACT RELATING TO THE GERRARD STREET BRIDGE.

By articles of agreement made the 27th July, 1888, made between the said RANDOLPH MACDONALD and the said Corporation, after reciting the agreement of the 15th January, 1887, hereinbefore set out, and that the said Specifications had provided for the building of a certain wooden bridge, and that since the execution of the said articles the Corporation had concluded not to build the wooden bridge, but to build an iron bridge in lieu thereof, and that the said Randolph Macdonald had put in a tender which had been approved of by the Committee on Works and Council. The Contract entered into is substantially the same as the others, except that it is for an iron bridge, according to the Specifications therein referred to, instead of a wooden bridge, as required by the said Contract, dated the 15th day of January, 1887. The Specifications attached to the said Contract are in the words and figures following:

EXTENT OF CONTRACTS.

Contract.

Excavation of all earthwork down to sub-grade and including all inclines, slopes, etc., etc.

Excavation of all earthwork in foundation pits for columns and all trenches.

Masonry in abutment and wing walls on both sides of subway and column foundations and piers.

The whole of the steel and iron in bridge superstructure and columns, including deck lights where required.

GERRARD STREET VIADUCT.

Specification for sundry works to be executed in the construction of a viaduct on Gerrard Street East, Toronto.

- | | |
|---------------------------|--|
| Excavation. | The excavation for the roadway foundation, and for bridge abutments, slopes and cuttings, shall be taken out to the depth, forms and grades shewn on general and special drawings. |
| Drainage | The Contractor will be called upon to provide all pumps, etc., for the drainage of the foundation pits, and will also construct any drains necessary for the proper carrying out of the work. |
| Masonry not to be started | The masonry shall not be started before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically. The foundation must be kept free from water during the progress of the work. |
| Stone | The stone used in all masonry shall be of a durable character, large, well proportioned and well adapted to the construction of a substantial and permanent structure. |
| Facing | The masonry in the face of the abutment and wing walls shall be in regular courses of large, well-shaped stones, laid on their natural beds; the beds and vertical joints shall be dressed so as to form quarter inch joints; the vertical joints shall be dressed back square, not less than nine inches; the beds shall be |

dressed perfectly parallel throughout. Contractors are to give, in their tenders, a description of the kind of stone they propose to use for facing work, giving the name of the quarry from which it is to be obtained, and at the same time send a sample of the stone to the office of the City Engineer; and the stone shall be left with the quarry face, except the outside arrises, strings and copings, which shall be chisel dressed.

The courses shall not be less than 12 inches, and they shall be arranged, in preparing the working plans, to suit the nature of the quarries; courses may range up to 24 inches, and the thinnest courses shall invariably be placed towards the top of the work. Thickness of courses

Headers shall be every course not further apart than six feet; they shall have a length in line of wall of not less than 24 inches, and they must run back at least three times their height, unless, when the wall will not allow this proportion, in which case they shall pass through from front to back. Stretchers shall have a minimum length in line of wall of 30 inches, and their breadth of bed shall be at least one and a half times their height. The vertical joints in each course shall be arranged so as to overlap those in the course below at least 10 inches. The above dimensions are for minimum courses of 12 inches; the proportions shall be the same for thicker courses. Headers and stretchers

The quoins of abutments shall be of the best and largest stones, and shall have chisel drafts properly tooled on the upright arrises at least two inches wide. Quoins

Coping-stones and string courses shall be neatly dressed, in accordance with plans and directions to be furnished during the progress of the work. Coping

The bed stones for girders, columns, etc., shall be of the best description of sound stone, free from drys or flaws of any kind; they shall each be in one piece, not less than 12 inches thick, and of the dimensions shewn on the drawings; these stones shall be carefully and solidly placed in position, so that the girders and columns will sit fair on the middle of the stone. Bed stones

The masonry on which the bed stones of the columns will rest, shall be of Ashlar throughout, with half inch vertical joint; each course shall not be less than 12 inches thick, and have 10 inches bond; that portion above the roadway shall be of the same stone and dressed in the same manner as specified for face of abutment walls. Ashlar

The backing shall consist of flat bedded stones, well shaped, having an area in bed of not less than four superficial feet; two thicknesses of backing stone, but not more will be allowed in each course; their horizontal joints shall not exceed one-half inch, and their vertical joints one inch, and they shall be well bonded. In special cases where deemed necessary by the Engineer to insure stability, the backing stone shall be in one thickness; the beds shall, if necessary, be scabbled off to give a solid bearing; no pinning will be admitted. Between the backing and the face stones, there shall be a good square joint not exceeding one inch in width, and the face stones must be scabbled off to allow Backing

this. In walls over three feet in thickness, headers shall be built in front and back alternately, and great care shall be taken in the arrangement of the joints so as to give a perfect bond.

Mortar

The whole of the masonry up to rail level shall be laid in mortar composed of Portland cement and clean sharp sand in the proportion of not less than 3 to 1 and to the satisfaction of the Engineer, after having tested samples. The masonry above the level of sidewalks may be laid in mortar composed either of Thorold cement in the proportion of not less than 2 to 1, or of Portland cement as specified for masonry below level of sidewalks. Separate prices will be given for the work done either in Portland or Thorold cement. Every stone must be set in full bed and beaten solid; the vertical joints shall be thoroughly grouted. The face joints of the masonry shall be lipped two inches back, and pointed with mortar made of Portland cement of greater strength than used in the body of the work.

Punning

After the masonry has been completed, the filling in of the earth around it shall be carefully punned in layers from the bottom to the top.

Weeping holes

In the face of the masonry at about 3 inches above the level of the sidewalks and 20 feet apart, weeping holes shall be left measuring vertically about 12 inches, and horizontally $1\frac{1}{4}$ inches.

BRIDGE SUPERSTRUCTURE.

Mild steel

The girders, stringers, columns, and their friction bed plates, shall be entirely of mild steel, except the iron rivets for field driving.

Shoe plate

The shoe plates for pillars shall be secured to masonry piers by each 4:1 inch holding down bolts and washer plates as shewn.

Bolts

Bolts for floor beams and girders, and all other bolts, shall be of the best quality of wrought iron; and shall have cast iron washers against all wooden surfaces.

Construction to drainage etc.

All the works shall be constructed to the forms, positions, and general dimensions shewn on the general and special drawings. The stringers shall be joined to the girders by angle iron brackets, rivetted as shewn on the special drawing; but, to provide for contraction or expansion, friction plates and rollers are to be provided as shewn.

Loads to be sustained

The girders, stringers and columns shall be proportioned for uniform, loads of 150 lbs per super foot, including the weight of the bridge.

Under the maximum strains, produced by the united action of the above loads, no material in the structure shall be strained over the following amounts per square inch:

On the bottom flanges of the plate girders and stringers 10,000 lbs. tension; on the compression flanges, 8,000 lbs.; on the columns the working strain per square inch shall be determined by the formula:—

$$1 + \frac{8,000}{32,000} L^2 \div R^2$$

L being the length of the compression member in inches, and R the least radius of gyration of section in inches.

Friction bed plates for the girder and stringer ends shall be solidly seated on 12 lbs. sheet lead bearings on the masonry and perfectly level so as to give the girders their full bearing. Friction plates

The plates on the top of the columns shall be securely angle riveted on machine faced ends of columns. The bed plates under the columns shall be of the dimensions shown on the special drawing. The ends of the columns shall be machine faced, so that they may sit fairly on the bed plates. Column and bed plates

Before the construction of the bridge shall be proceeded with, the contractor will be required to furnish complete strain sheets, sizes and sections of material proposed to be used, together with complete working plans, on a scale not less than half an inch to the foot; and detail plans, not less than one inch to the foot; showing all details of construction, which shall conform to the general construction, shown by the plans accompanying this specification; and these strain sheets shall be approved by the City Engineer before the work shall be proceeded with. Strain sheets and working drawings

All rods, bolts, and field rivets shall be made of a tough, durable, fibrous iron, uniform in quality, and capable of sustaining the following tests: applied to full sized sections, up to 1 1/2 in., round or square: Bars to bent, cold, 180 degrees around a diameter equal to the side, without showing any sign of fracture; and to exhibit a fibrous structure on being nicked and bent. Rods, bolts, etc

All cast iron used shall be good, tough, grey iron, of such quality that a bar 1 in. square, and 4 ft. 6 in. between knife-edge supports, will sustain a load of 470 lbs. at centre before breaking. Cast iron, quality of

Steel shall have an ultimate strength of 56,000 to 60,000 lbs. per square inch and shall elongate 20 per cent. in 8 inches, and reduce 35 per cent. at cross sections at breaking point in test specimens of one square inch area and over, lengthwise or crosswise of plates or shapes. Specimens must stand bending double in a press or under the hammer, to a curve having a radius equal to the thickness of the piece, these test specimens being cut with planed edges, having sharp corners removed. Rivet steel to have an ultimate strength of 54,000 to 62,000 lbs. per square inch. Steel, quality of

All rolled iron or steel shall be thoroughly welded during the rolling, and must be straight, of full section at all points, free from injurious seams, blisters, buckles, slivers, or cinder spots, and imperfect or crooked edges. All material, as it comes from the mill, shall be first-class in every respect, and pieces cut too close to the crop ends will not be accepted. Variations in thickness or dimensions of pieces shall not exceed 5 per cent., and variations in cross sections of rolled shapes shall not exceed 6 per cent.

All specimens for testing, cut from large pieces, shall have a uniform section of at least one square inch, and a test neck of 8 inches. All bar and rod iron shall be tested in full sized sections whenever practicable. No test specimens shall be hammered or forged after being cut from original piece.

Inspection and testing

Complete facilities for inspection of material and workmanship must be furnished by the contractor; facilities and specimens for testing with the necessary labour, shall be furnished by him, or them, without charge, when called for by the Engineer. The City Engineer must be satisfied as to the reliability and accuracy of the machine used in testing samples.

Workmanship

Workmanship shall be strictly first-class throughout; finished pieces shall be true to line, section and size, straight and out of wind; and all machine, rivet or smith work done upon them shall be of the best character. All rivets shall be power driven wherever practicable, hand riveting being only allowable where the rivets cannot be reached by power rivetters of the usual construction.

In columns and other compression members, abutting joints shall be milled off to exact lengths and square to the line of member; all rivet holes in the ends of chords and splices through which a rivet cannot be readily passed cold shall be reamed out to secure proper clearance, and the pieces shall be properly matchmarked on each side; all compression members shall have connected rivets within two diameters of the ends, with pitch not exceeding four times the rivet diameter.

The several pieces forming built members shall fit closely together, and the members shall be free from bends, twists and open joints.

Rivet holes to be drilled and accurately spaced

In rivetted work all joints shall be square and truly dressed. All rivet holes shall be drilled or punched and accurately spaced. The rivets must be of the best quality of steel or iron for the purpose, and when driven must fill the rivet holes. All rivets with crooked or unsymmetrical heads, or rivets loose in the hole or under the shoulders, shall be cut out and replaced with good rivets. Rivet holes shall not be spaced less than $2\frac{1}{2}$ diameters between centres, nor less than $1\frac{1}{2}$ diameters from the edge of the plate, or even less than $1\frac{1}{2}$ in. from the centre of the hole to the edge of the plate, except in cases where the plate or side of angle is less than $2\frac{1}{2}$ in. The diameter of the hole shall not be over $1\frac{1}{16}$ in. more than the diameter of the rivet. Where two or more thicknesses of plate are rivetted together, the outer row of rivets shall not exceed three rivet diameters from the edge of the plate. Where plates over 12 in. wide are used in compression flanges of girders, an extra line of rivets, with a pitch not over 8 in. shall be driven along each edge to draw the plates together. All joint rivet holes shall be accurately spaced so that rivets can be passed through all the holes in the joint after the pieces are placed in position, without the use of drift pins. All splice plates in which the holes are mis-matched, either in the plates themselves or with the adjoining chords or flanges, shall be matched and reamed to fit before leaving the shop. All unmatched holes in the field connections of floor beams, stringers, posts and struts, shall be reamed to fit before leaving the shop. All rivets in splice or tension joints shall be symmetrically arranged on the axis of the piece.

Painting

All metal work shall be painted at the shop with one good coat of iron-clad paint, mixed with boiled linseed oil. In rivetted work, all surfaces coming in contact are to be painted before being rivetted up. All surfaces inaccessible after being rivetted up, shall receive two coats of paint before being put together.

After the structure is erected, the metal work shall be thoroughly and evenly painted with two additional coats of good quality iron ore paint, mixed with pure linseed oil, of such colour as may be directed by the City Engineer.

The floor joists shall be of good, sound white or Georgia pitch pine, free from large knots, shakes or wains; they shall be of the dimensions shown on the drawing. The bolts used shall not be less than 3 in. diameter. Re timber decking

The whole of the floor joists shall be covered with plank of good white or Planking Georgia pitch pine, only leaving spaces for the rails of the street railway; the plank shall be 3 in. thick and fastened to the floor beams with 6 in. spike.

GENERAL CONDITIONS.

1. All works are to be executed according to the Drawings and Plans exhibited in the City Engineer's Office at the time of the taking of the Tenders, or such others as may be furnished by him from time to time during their progress. Drawings and Plans

2. The Contractor to commence the works and carry them on at whatever point or points as the City Engineer may direct; but no part of them shall be undertaken without his written orders. And the time for completion, mentioned elsewhere herein, shall be computed from the date of the first of such orders. The Contractor shall not enter upon any private property, for the purpose of carrying on the works, until authorized so to do in writing by the City Engineer. And he shall give due and sufficient notice to all Companies, such as Railway, Gas, or Water, &c., of his intention to enter upon their premises or interfere with their works. He will be held responsible for all damage caused by neglect to protect, in a proper manner, the works under construction by him. And he shall afford every facility for public and private traffic across and around such works, whether directed so to do or not by the City Engineer. Commencement and carrying on of works

3. The whole of the material supplied, and work executed, shall be the best of their respective kinds, and the City Engineer shall be at liberty to reject, and cause to be removed from the work, all material which may in his judgment be defective, or insufficient in quality; and he shall also have the power to order and enforce the discharge from the works of any foreman or other employee of the Contractor, should he consider him unfit for his duties, or in any respect objectionable. Material and workmanship to be approved of by Engineer.

4. Previous to the commencement of the work the Engineer will give the lines and levels for the same, and the Contractor will thereafter be held responsible for the correct carrying out of the works, according to such lines and levels, until they are completed and taken off his hands. Setting out lines and levels

5. The Contractor to reserve and set aside for the use of the City, free of cost, all bricks, gravel, sand, surplus earth or other material found on the line of the works, and not required for filling in or other purposes connected therewith, and to deposit the same where directed by the City Engineer, within a distance not exceeding half a mile, and no material shall be otherwise disposed of, or carted off the works, without the order in writing of the City Engineer. Material to be reserved

Removal of in-
sufficient
material

6. All insufficient and defective material will be rejected, and must be immediately carted off the ground at the expense of the Contractor; and the City Engineer shall have full power after giving the Contractor twenty-four hours' notice thereof, in writing or otherwise, to substitute other bricks or materials, and to charge the difference in cost, if any, to the Contractor, deducting the same from the amount of his estimate.

Increase or di-
minution of
quantities

Schedule for
extra work

7. Any increase or diminution in the quantity of work or materials herein specified or provided, shall be added to or deducted from the amount of the contract, agreeably to the rates and conditions specified in the Schedule of Prices attached to this Specification.

Extra work

8. All extra works not included in the Contract or Specification, ordered in writing by the City Engineer, shall be paid for according to special agreement in writing, or by measurement, and on the Schedule of Prices attached to this Specification, which shall form part of the Tender and Contract.

To maintain
works in good
repair

9. The Contractor shall maintain in good working order, and in complete repair, the whole of the works above described, for year from the date of the City Engineer's certificate of the completion of the same. The Committee on Works, nevertheless, to have full power during the said period of year to repair, should the Contractor fail to do so when called upon, and to collect from the Contractor the amount so expended from time to time on the certificate of the City Engineer in any court of competent jurisdiction. The certificate of the Engineer to be final as to the necessity for repairs being made, and the amount expended on such repairs.

Tenders

10. The tenders are to be made on the annexed form, which must not be detached from this Specification. Lump sum price must be made to cover the cost of the completion of the work in every respect in accordance with the Specifications and Drawings.

Plans and Spec-
ifications

Interpretation

11. The Contract to comprise the formation and completion of the several works shown by the Plans, Sections, Drawings and Specifications referred to. Such Drawings and Specifications are to be considered as explanatory of each other, and should anything appear in the one that is not described in the other, no objection shall be taken of any such omission. Should any discrepancies however arise, or should any misunderstanding arise as to the meaning and import of the Specifications or Drawings, or about the quality or dimensions of the materials, or the due and proper execution of the works, or as to the measurement or quantity and valuation of the works executed under this Contract, or as extras thereupon, or deductions therefrom, the same shall be explained by the City Engineer for the time being; and this explanation shall be final and binding upon the Contractor, and the Contractor so to execute the work according to such explanation, and without charge or deduction to or from the Contract, as the City Engineer shall assess.

Levels

12. The levels and measurements from which the sections and plans of the ground are made are supposed to be correct, but the Contractor is to verify the same should he think fit so to do, as he will be held responsible for the consequences of any error contained therein, or omission therefrom.

13. The contractor is to set out and keep correct the works in every particular, according to the Drawings herein specified, or such other drawings as may be supplied, or the directions that he may receive from time to time, and to be held responsible for the correctness of the same throughout the whole term of this Contract.

Setting out
and keeping
correct

14. The written dimensions on the Drawings are in all cases to be preferred to the scales in computing the quantities.

Computation
of quantities

15. The Contractor shall provide and be at the expense of all materials labour, carriage, implements, tackle, machinery, and other matters and things of every description that may be requisite for executing, constructing, carrying on and completing the works, and shall pay the wages of all artificers and laborers employed in the works.

Contractor to
provide ma-
terials and
labor

16. The Contractor to pay all fees and compensations occurring by reason of the execution of the several works, and to deliver at the office of the City Engineer certificates in writing from the proper authorities that all public and private ways, and all property, paving and works, or things that may have been disturbed or injured by the said works, have been properly made good, and all expenses and demands in respect thereof paid by the Contractor, before payment shall be made of the final balance due to him for the works under this Contract, as hereinafter mentioned.

Payment of
fees and com-
pensation

17. The care of the entire line of works, until their completion, is to remain with the Contractor and his sureties, and the said Contractor and his sureties shall be held severally responsible for all accidents arising from the inclemency of the weather, land springs, or any other cause whatsoever, and chargeable for anything that may be stolen, removed or destroyed, and he shall also be held responsible for the making good of all damage and defects occasioned by carelessness, deficiency of strutting, fencing, watching, or lighting, whether to the said works or to the adjoining buildings and premises, from bad or insufficient materials, bad workmanship, or any cause whatsoever, and whether such damage or defects may be or might have been discovered during the progress of the said works, or in consequence thereof, or shall appear or be known after the completion thereof, or whether payment may wholly or partially have been made, or the works approved as supposed to have been properly done; and no certificate or approval of any work by any officer of the Corporation, or any member of such Corporation, shall affect or prejudice the right of the said Corporation against the Contractor, or be considered or held as at all conclusive as to the sufficiency of any works or materials.

Responsibility
for accidents,
damages, etc.

18. And in case of any action, suit or proceeding being brought or taken against the Committee on Works, or the Corporation of the City of Toronto, or any of them, or any of their officers or servants, in respect of any such damage or defects, or any loss, damage, or injury by reason thereof, or consequent thereupon, the Contractor shall fully indemnify them, and each of them, therefrom, and forthwith pay to him or them all costs, charges, damages and expenses which he or they shall or may have been put to or have incurred in reference thereto. And the said Committee on Works may, if they shall see

Indemnification
of Board

fit, compromise any such action, suit, or other proceeding, or any claim in respect of any such damage as aforesaid, on such terms as they shall think fit; and the Contractor shall thereupon forthwith pay to them the sum or sums paid by the Committee upon the occasion thereof, and shall, in every case, pay to them such sum or sums as shall fully indemnify them, according to the present stipulation. And it shall be competent to said Committee to deduct the amount of all such damages, and the costs thereof, out of any money due or to become due from them to the said Contractor on this Contract.

Opening for
examination

19. Should the City Engineer require it, for his more perfect satisfaction, the Contractor shall, at any period during the continuance of this Contract, make such openings and to such extent, through any part of the said works, as the City Engineer may direct, and which he shall make good again to the satisfaction of the City Engineer, or other authorized officer. Should the works be found faulty in any respect, the whole of the expenses thereby incurred shall be defrayed by the Contractor; but if otherwise, by the Corporation.

Contract not
to be assign-
ed or under-
let

20. The Contractor not to assign or make over this Contract to any other person, nor to underlet to, nor to make a sub-contract with, any workman or workmen for the execution of any part thereof, or any other work appertaining thereto, without the permission of the Committee on Works; but to employ his own workmen for the labour thereof, who are to be paid by him in wage, by the day. And in case the contractor assigns or makes over this contract, or underlets or makes a sub-contract contrary to this agreement, he shall for it to the said Committee a sum to be assessed by the City Engineer, and which shall be deemed liquidated and ascertained damages, and may be recovered by action, or deducted by the said Committee from any sum or sums due or to become due to the said Contractor under this Contract or otherwise howsoever; and should the Contractor or his agent give any gratuity to any officer of the Corporation, the said Committee shall be at liberty to determine this Contract, and the Contractor shall forfeit to the said Committee the sum so assessed as liquidated damages for the non-performance of this Contract.

Gratuities not
to be given

Specification
and Drawings,
adherence to

Alteration of
work etc.

Written
orders for
extras

21. No part of the works shall be altered from that shown on the Drawings or described in this Specification, without the express sanction of the City Engineer; but should it be deemed expedient by the Committee or by the City Engineer, at any time while the works are in hand, to increase or diminish the dimensions, quantity of material or work, or alter the situation of levels, or vary the form of dimensions of any part of the said work, they or either of them shall have full power so to do, and to order and direct any such increase, diminution, or alteration to be made, and that without in any way vitiating or affecting this Contract; and the Contractor shall in pursuance of such order and directions as he may receive in writing, but not otherwise, execute the works thereby ordered and directed, and in conformity therewith, and the difference in expense occasioned by any such increase, diminution, or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided in Clause 7, and the Engineer shall ascertain the amount of such additions or deductions; but if any extra, additional or different works be pro-

ceeded with or executed by the Contractor, without previous orders given in writing under the hand of the City Engineer, no charge for the same will be allowed.

22. The Contractor shall deliver to the City Engineer a monthly account of such extra or omitted work, duly ordered in the manner hereinbefore mentioned, signed by himself or his agent; and such account shall be paid in full within one calendar month, or such period as the City Engineer may direct upon the City Engineer's certificate of its correctness, and no claim whatever will be entertained for works not included in such monthly account.

Weekly account of extra, etc.

23. The Contractor shall commence and carry on the works with due diligence and as much expedition as the Committee or its authorized officers may require; and in case the Contractor shall fail to do so, or shall neglect to provide proper and sufficient materials, or to employ a sufficient number of workmen to execute the works which he shall be ordered to execute, with the diligence or the despatch required, then either the said Committee or the City Engineer shall be at liberty, and are hereby authorized, to employ other Contractors or workmen, and to provide the necessary materials, and to charge the extra expenses incurred thereby to the account of the Contractor and to deduct the same from any sum or sums due, or to become due to him, under this or any other contract with the said Committee on Works on behalf of the Corporation.

Expedition in carrying on the works

24. If at any time the works or any part thereof, are, in the judgment of the City Engineer, not executed or not being executed in a sound and workmanlike manner, and in all respects in strict conformity with this Specification and the Contract of which it is made a part, and to his satisfaction, the same shall be intimated to the Contractor in writing or otherwise, and in case he refuses to take down, rebuild, repair, alter, or amend any defective or unsatisfactory work, or comply with any order he may so receive to that effect, or in case the works, from the want of sufficient or proper workmen or materials, are not proceeding with all the necessary despatch, then the said Committee on Works shall, on the Report of the City Engineer, after giving three days' notice in writing thereof to the Contractor, his agent, or foreman, have full power, without violating this Contract, to take the works wholly or in part out of the hands of the said Contractor, and to engage or employ any other persons or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works; and the costs and charges incurred by them in so doing shall be ascertained by the City Engineer, and paid for or allowed to the said Committee on Works by the Contractor; and it shall be competent to the said Committee on Works to deduct the amount of such costs and charges out of any money due or to become due from them to the said Contractor under this or any other contract with the said Committee on Works on behalf of the Corporation.

On neglect of Contractor, Board may do works

25. Should any materials which the City Engineer shall deem of an inferior description, or improper to be used in the works, be brought on the ground, the same shall be moved entirely away therefrom within twenty-four hours after orders have been given by the City Engineer to that effect; and in case of non-

Inferior material

compliance with any such orders, the City Engineer may cause the said inferior or improper materials to be taken away at the Contractor's expense; and the Contractor shall forthwith pay to the said Committee the amount of such expense, and also at the rate of \$10 per day for any day subsequent to the expiration of the said twenty-four hours, during which the materials shall not have been removed, such sum of \$10 per day being deemed as liquidated damages.

Suspension of
works

26. The City Engineer shall have full power, should he see fit, upon giving notice in writing to the Contractor, to suspend the execution of the works, or any portion of them, and no extra charge shall be allowed to the Contractor in respect thereof.

Decision as to
carrying on
of works

27. In the absence of the City Engineer, the Assistant Engineer or Inspector of the works, or any other person whom the City Engineer shall appoint to superintend the works, shall have (subject to the instructions of the City Engineer) full power to decide, as to the manner of conducting and executing the said works, in every particular, and the Contractor shall follow the instructions or orders of the persons so appointed.

Contractor's
agent

28. In the absence from the works of the Contractor, his agent, foreman or other person in charge for him shall be considered as acting in his place, and all orders or instruction given to such agent or other persons by the City Engineer shall be as binding on the Contractor as though given to himself in person.

Date of com-
pletion of
works

29. The Contractor to finish the whole of the above works on or before the thirty-first day of January, 1889, and to pay twenty dollars per day as liquidated damages for each and every day that any part of the said works shall remain unfinished after that time. But in the event of delay to the works by reason of strikes or combination on the part of workmen employed, or by any Act of the Committee on Works, the City Engineer will allow such additional time as he may deem fair and reasonable.

Money recover-
able, etc.

30. All moneys payable to the Corporation by the Contractor under any stipulation herein, may be recovered by action by the parties for the time being entitled to sue on this contract; or the same may be retained out of any moneys then due or which may hereafter become due from the said Committee to the Contractor under this or any other contract, or otherwise howsoever; and the Committee on Works shall have full power to withhold payment of any moneys to the Contractor after circumstances shall have arisen which may give rise to such retention as aforesaid, until after disposal or settlement of such circumstances though the sum to be retained may be unascertained at the time of such withholding.

In cases of
bankruptcy,
etc.

31. It shall be lawful for the said Committee on Works, acting on behalf of the Corporation, in case the said Contractor shall fail in the due performance of any part of the undertaking, or shall become bankrupt or insolvent, or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on, or propose to carry on his business under inspectors on behalf of his creditors, or shall commit any act of bankruptcy and shall not, in the opinion and according to the determination of said City Engineer, exercise such due diligence and make such good progress as would

enable the works to be efficiently completed at the time or in the manner aforesaid, to determine the contract so far as respects the performance of the same under the direction of the said Contractor, by a notice in writing under the hand of the City Engineer (but without thereby releasing the obligations, liabilities and responsibilities of the said Contractor, the extent of which shall, unless otherwise agreed in writing to the contrary, and except as otherwise hereinafter mentioned, continue to be in force as fully and to the same extent and for the same period as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the said Contractor, and without thereby creating any trust in his favour), and to enter upon and take possession of the said works, and of the plant, tools, and materials of the said Contractor, and use or sell the same, as the absolute property of the Committee. And all the powers of the City Engineer with respect to the determination of any doubts, disputes, and differences, and with respect to the settlement of the Contract, and the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect to the said Contract, shall be and continue in force with respect to the same as though such contract had not been determined.

32. In the event of the Contractor failing or neglecting for two weeks to pay the wages of the men and teams employed on the works, the Committee on Works, on the representation of the City Engineer, reserves to itself the right to pay all such wages ascertained to be due, and to deduct the amount of the same from any moneys due or coming due to the Contractor, on this or any other Contract.

Wages to be paid and amount deducted

33. The Contractor shall, when required, hand in to the Engineer his account Payment for all work done up to the date of the requisition, on the printed form which will be furnished to him on application, and, subject to the conditions in this Specification contained, and he shall send in his final account within fourteen days of the completion of his Contract. The Contractor shall be paid in manner following, that is to say: That as the work proceeds, and upon the certificate of the City Engineer, advances at the rate of 85 per cent. shall be made upon the value of the works executed until their completion, but such advances are in no case to be made more frequently than monthly, unless otherwise allowed by the Committee on Works; on the completion of the work a certificate at the rate of 90 per cent. shall be paid, at the expiration of 6 months a further certificate at the rate of 95 per cent. will be given, and at the expiration of 12 months a certificate for the balance due will be issued by the City Engineer, when the condition of this Specification shall have been entirely fulfilled.

34. Provided always, that no advance shall be taken as an admission of the due performance of this Contract or any part thereof, or of the accuracy of any claim or of any amount of work performed, or in any way limit or prejudice the power of the said City Engineer or Committee on Works under this Contract, anything to the contrary notwithstanding.

35. The plant and materials provided by the Contractor shall, in all cases, Plant from the time at which they or any of them may be brought upon the works and

lands of the Committee, and during the construction, and until the completion of the works, become and continue the property of the Corporation, and the Contractor is hereby prohibited from removing the same, or any part thereof, during the progress of the works, without the consent in writing of the City Engineer. No advance of money will on any account be made to the Contractor, either on materials or plant.

Payments out
of public
funds

36. The payments to the Contractor shall be made out of the funds under the control of the Corporation of the City of Toronto, in their public capacity; and no member or officer of such Committee, whether or not a party to this agreement, is to be personally responsible to the Contractor.

Tenders to be
on printed
form

38. All Tenders for the execution of the works herein set forth must be made on the printed forms supplied by the Committee on Works. None other will be received.

City Engineer
and his
assistants

39. Wherever the words "City Engineer" or "Engineer" occur in this Specification otherwise than in clause 41 (final), they shall be taken to mean the City Engineer, his assistants, inspectors, or other officers appointed by him to superintend the works.

Contractor

40. Where the word "Contractor" occurs in this Specification, it shall be taken to mean either one individual or a firm of two or more, and the word "his" will refer to either one or other.

City En-
gineer's de-
cision final

41. The decision of the City Engineer on all points connected with this Contract and Specification shall be final and conclusive, whether as to the interpretation of the various clauses, the measurements, extra work, quantity, quality, and all other matters and things which may be in dispute; and from his decision there shall be no appeal.

CITY ENGINEER'S OFFICE,
Toronto,

188

[Sd.]

R. MACDONALD.

FORM OF TENDER.

TORONTO, July 27th, 1888.

To the Chairman and Members, Committee on Works:

I, the undersigned, do hereby offer to perform the whole of the work, and furnish all materials, labor, implements and tools of every description necessary to complete the work contemplated in the annexed specification, in accordance with the plans, specifications, etc., which have been examined by me at the office of the City Engineer, and to conform to all the conditions appended thereto, at and for the prices given below, viz.;

For the construction of high level bridge complete, as per plans and specifications, and ready for traffic. Lump sum:..... \$57,101 00

[Sd.]

R. MACDONALD.

If the above Tender is accepted, and the Contract awarded to me, I hereby agree to furnish approved Sureties for the completion of the said Contract and to execute the Contract and Bond therefor when requested by the City Solicitor. And in the event of default or failure on my part in any particular, from any cause whatever, the said Corporation shall be at liberty to accept the next lowest or any tender, or advertise for new Tenders; and I hereby agree to pay to the said Corporation the difference between the above tender and any greater sum which they may be obliged to pay by reason of such default or failure including the cost of any advertisement for new Tenders; and to pay to the City Solicitor the cost of the preparation of such Contract and Bond; and generally to indemnify and save harmless the said Corporation from all loss and damage, cost, charges and expense, which they may suffer or be put to by reason of any such default or failure.

And I propose Mr. John Bain, of Toronto, Barrister, and Mr. Angus P. Macdonald, of Toronto, Gentleman, as sureties who are willing to become bound with me for the due performance of the contract.

[Sd.] R. MACDONALD. [L.S.] Address }

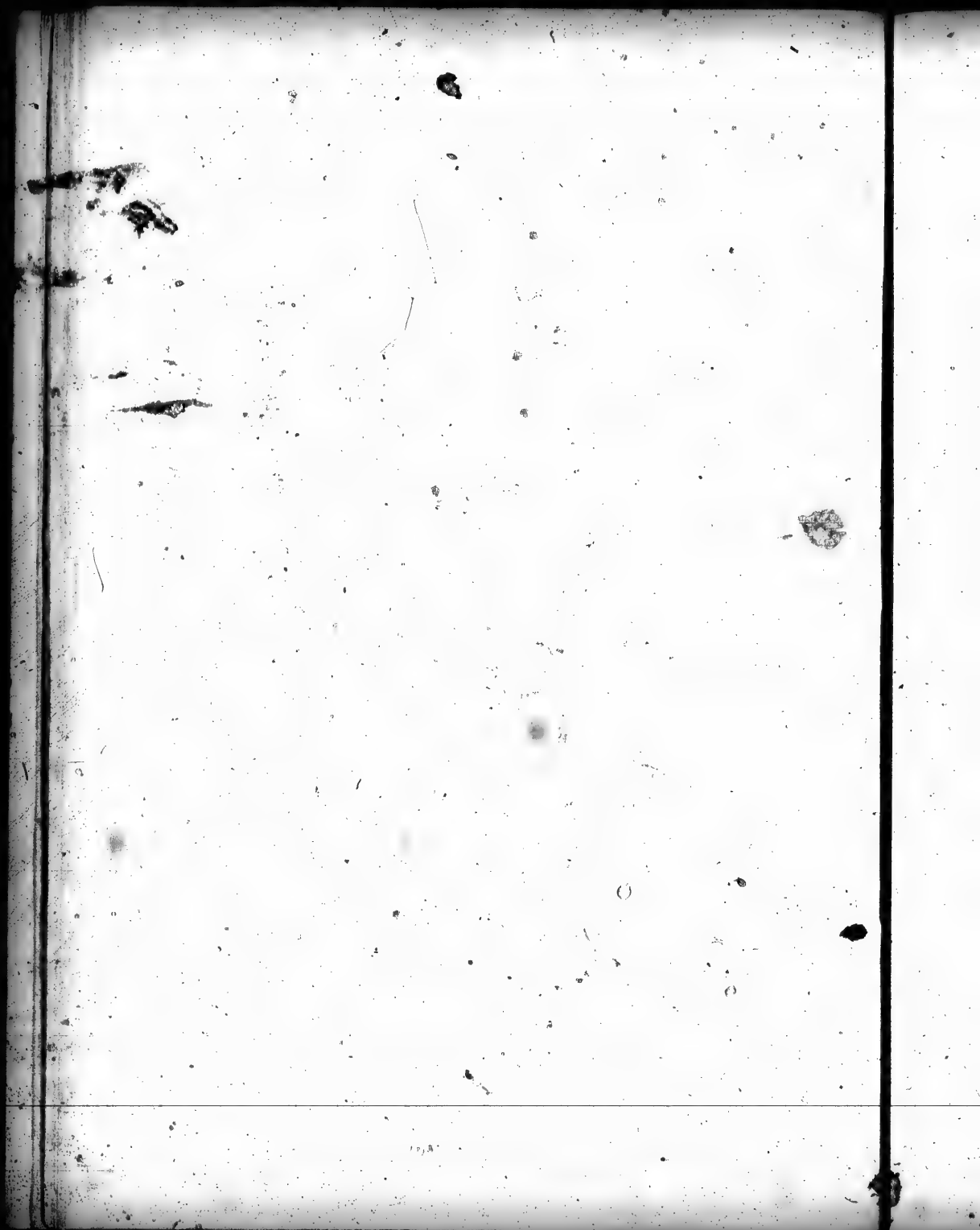
We, the undersigned, do hereby offer to become bound with Randolph Macdonald in the usual bond for the fulfilment of any contract for any of the works named in the annexed Specification which may be awarded to him at the prices herein above set forth.

Signature of Sureties { A. P. MACDONALD. [L.S.]
JNO. BAIN. [L.S.]

N.B.—Unless the "BONA FIDE" signatures of satisfactory sureties are attached above in their proper places, this tender will not be entertained; and persons tendering are requested to fill in all blanks; and should any uncertainty arise as to the proper manner of doing so, the requisite information will be given at the office.

All blanks must be carefully filled in, or the Tenders will be declared "Not in Form."

A deposit in Cash, or a marked cheque, payable to the order of the City Treasurer, for the sum of \$1,500.00 must accompany each and every Tender, which will be retained until the provisions of By-law No. 962 are complied with.



EXTRACTS RELATING TO DON IMPROVEMENTS.

From an Act respecting the City of Toronto," passed 23rd March, 1880.

2. Sub-section 7 of section 1 of the Act passed in the 49th year of Her Majesty's reign, and chaptered 66, is repealed, and the following substituted in lieu thereof:

"(7) To lay out the said lands after the completion of the improvement thereon, or on any part thereof, as they may see fit, so as to form a public esplanade or highway, a portion of which (to be determined by the said Corporation) may hereafter be set apart for railway companies as provided for in section 8 of this Act, and which portion is herein called the reservation for railway purposes."

3. Section 2 of the said Act is amended by striking out of the said section the first four lines thereof, and by substituting in lieu thereof the following words: "Upon the certificate of the City Engineer or other officer having charge of the said work or improvements, that the sections of the said work embraced in the existing contracts have been duly completed and laid out as aforesaid."

4. The said section 2 is further amended by striking out of line seven of the said section the words "four sections," and substituting in lieu thereof the words "portions of said improvement as aforesaid," and by striking out of lines thirteen and fourteen the words "sections two, three, four and five," and substituting in lieu thereof the words "portions of said improvement as aforesaid."

5. Section 10 of the said Act is amended by striking out of the said section all the words thereof after the word "advantageous."

6. Section 13 of the said Act is amended by striking out of lines seven and eight of the said section the words "and subject as hereinbefore provided in section 6 of this Act," and by substituting the figures "\$575,000" for the figures "\$300,000" in line ten of the said section.

7. Section 15 of the said Act is amended by substituting the figures "\$575,000" for the figures "\$300,000" in the third line of the said section.

8. The work heretofore done or contracted for by the Corporation of the City of Toronto upon the said Don improvement and the contracts entered into by the said Corporation therefor and the plans and specifications referred to in the said contracts (except in so far as the said contracts, plans or specifications may have assumed to allocate or lay out the said improvement, or any part thereof, or to show how the same should ultimately be laid out or allocated), and the proceedings heretofore had and taken in respect of the property taken, used or injuriously affected by the said improvement, or by the exercise of the powers or supposed powers of the said Corporation in respect thereof, or otherwise by the said Corporation for the purposes of the said improvement, and all other proceedings taken and had under the authority of the Council of the Corporation of the City of Toronto, in respect of the Don improvement and in accordance with the said Act, are hereby validated and confirmed; and no change heretofore made or hereafter to be made in the character or cost of the said improvement, and which is authorized by the said Act passed in the 49th year of Her Majesty's

reign, chapter 66, or by this Act, shall in any way affect the right of the said Corporation to charge against and assess and levy upon the lands benefitted by the said improvement, pursuant to the provisions of the Municipal Act and amending Acts and of the said Act, two-thirds of the total cost of those portions of the said improvement covered by existing contracts; as provided by By-law 1767 of the Corporation of the City of Toronto, and the schedule thereto.

9. By-law No. 2184, of the Corporation of the City of Toronto, intituled "A By-law to authorize the City Treasurer to borrow a sum not exceeding \$150,000 for the purpose of carrying on the Don improvement," and which is printed as schedule A hereto, is hereby confirmed, and the Corporation of the City of Toronto is declared to have and to have had power to pass the said By-law.

No. 4767. A BY-LAW

To authorize the Straightening and Improvement of the River Don.

[Passed September 27th, 1886.]

WHEREAS, it having become necessary to improve the River Don and secure the sanitary condition of that portion of the City of Toronto contiguous thereto, the Corporation of the City of Toronto applied to the Ontario Legislature at the last session thereof and procured the necessary special legislation to enable the said Corporation to undertake the said work, subject to the approval of the electors of the City of Toronto entitled to vote on money By-laws;

And whereas, in pursuance of the said Act, 49 Vic, cap. 66, the Council of the said Corporation of the City of Toronto has caused proper plans of survey to be made and proper plans, profiles, drawings and specifications of the work to be done and the improvements to be made to be prepared, and procured estimates of the probable cost of the lands to be taken and improvements to be made, showing the probable amount which will be charged against, assessed and levied upon the lands benefitted as for a local improvement, and the amount or proportion of the cost of such improvements which will be assumed and paid for by the City at large;

And whereas, the said plans of surveys, plans, profiles, drawings, and specifications are now deposited in the office of the City Engineer of the City of Toronto, for the information of the ratepayers, and can be seen and examined on application made for that purpose, at the said office, at the City Hall, Toronto;

And whereas, the estimated cost of the said improvement, including the cost of the lands proposed to be expropriated and taken in connection therewith, is the sum of \$300,000; of which amount one-third thereof, or the sum of \$100,000, will be assumed and paid by the City at large, and the remaining two-thirds thereof, being the sum of \$200,000, will be charged against and assessed and levied upon the lands benefitted, as for a local improvement, pursuant to the provisions of the Consolidated Municipal Act, 1883, and amending Acts in that behalf, and pursuant to the provisions of the said Act, 49 Vic., cap. 66;

And whereas, the schedule hereto, being a copy of Report No. 19 of the Committee on Works of the said Council, adopted by the said Council at the meeting thereof, held on the eighteenth day of August, A.D. 1886, contains the detailed estimates of the probable cost above referred to, prepared as required by the said last mentioned Act;

And whereas, it is desirable that the said River Don shall be straightened, and that the said improvements shall be made, and that the same shall be commenced with as little delay as possible;

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

That the work of straightening and improving the River Don and marsh lands under the provisions of the Act passed by the Legislative Assembly of the Province of Ontario in the 19th year of the reign of Her Majesty, and chaptered 66, entitled "An Act respecting the City of Toronto," be commenced forthwith and carried on to completion with as little delay as possible.

That the City Engineer, together with his clerks, assistants, employees, servants, workmen, agents and contractors, the said Engineer and the said Corporation of the City of Toronto may acquire and employ for that purpose be, and they are hereby authorized and empowered to enter upon, take and use all lands and land covered with water lying between the waters of Toronto Bay or Lake Ontario and the line of River Street produced easterly across the River Don and within a range or distance of 400 feet on either side of the centre line of the said River, as laid out on a map or plan prepared and adopted by the said Council for the purpose of straightening, widening, deepening and improving the said River, reclaiming the flat lands on either side thereof, and filling in and otherwise improving the same and fitting the said lands for such uses and purposes as the said Council may see fit.

III.

And it is further enacted by the said Municipal Council of the City of Toronto that the votes of the electors of the said City of Toronto will be taken on this By-law by the Deputy Returning Officers hereinafter named, on Saturday, the 18th day of September, one thousand eight hundred and eighty-six, commencing at nine o'clock in the morning, and continuing until five o'clock in the afternoon, at the undermentioned places:

ST. ANDREW'S WARD.

DIVISION No. 1.

At the Bay Street Fire Hall, by William Reeves.

DIVISION No. 2.

At Portland Street Fire Hall, by S. Bruce Harman.

ST. DAVID'S WARD.

DIVISION No. 1.

At Berkeley Street Fire Hall, by R. W.

DIVISION No. 2.

At Richard Stone's Butcher Shop, 379 Parliament Street, by John Stewart.

ST. GEORGE'S WARD.

DIVISION No. 1.

At Smith's Paint Shop, No. 42 Wellington Street, corner of Bay Street, by R. B. Miller.

DIVISION No. 2.

At P. Tynan's Cooper Shop, 533 King Street West, south side, by Thomas Smith.

ST. JAMES' WARD.

DIVISION No. 1.

At Room in Police Court Building, Court Street, by E. A. Scadding.

DIVISION No. 2.

At House No. 59 Wilton Avenue, by James Mossman.

DIVISION No. 3.

At Plews' Office, 503 Yonge Street, east side, by George Emery.

ST. JOHN'S WARD.

DIVISION No. 1.

At Fraser's Paint Shop, 61 Alice Street, by James Manning.

DIVISION No. 2.

At Yonge Street Fire Hall, by James Ramsay.

ST. LAWRENCE WARD.

DIVISION No. 1.

At John Robson's Feed Store, 28 West Market Street, by Thomas J. Lee.

DIVISION No. 2.

At Wood and Coal Office, south-east corner of King and Sumach Streets, by Alfred Metcalf.

ST. MARK'S WARD.

At Worm's Building, Dundas Street, by James D. Woods.

ST. MATTHEW'S WARD.

At Bolton Avenue Fire Hall, Kingston Road, by David Hunter.

ST. PATRICK'S WARD.

DIVISION No. 1.

At House No. 248 Queen Street West, north side, near John Street, by Geo. A. Boomer.

DIVISION No. 2.

At House No. 62 Esther Street, west side, by J. T. Jones.

DIVISION No. 3.

At Robert Kirk's House, No. 28 Borden Street, west side, by Robt. Milligan.

ST. PAUL'S WARD.

At St. Paul's Hall, Yonge Street, by Henry Amos.

STEPHEN'S WARD.

DIVISION No. 1.

At Store north-west corner of Arthur and Muter Streets, by W. A. Lee.

DIVISION No. 2.

At Dundas Street Fire Hall, by George Downard.

ST. THOMAS WARD.

DIVISION No. 1.

At McFarren's House, 195 Queen Street East, south side, by John Burns.

DIVISION No. 2.

At Store No. 54 Homewood Avenue, by W. A. Poole.

IV.

That on the 16th day of September, A.D. 1886, at his office in the City Hall, Toronto, at 11 o'clock in the forenoon, the Mayor shall appoint in writing, signed by him, two persons to attend to the final summing up of the votes by the Clerk, and one person to attend at each polling place on behalf of the persons interested in and desirous of promoting the passing of this By-law, and a like number on behalf of the persons interested in and desirous of opposing the passage of this By-law.

V.

That the Clerk of the said Municipal Corporation shall attend at the City Hall, Toronto, at the hour of 12 o'clock noon, on the 21st day of September, A.D. 1886, to sum up the number of votes given for and against this By-law.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,
City Clerk.

COUNCIL CHAMBER,
Toronto, September 27th, 1886.

[L.S.]

W. H. HOWLAND,
Mayor.

No. 1774. A BY-LAW.

To take Lands required for Straightening and Improving the River Don.

[Passed November 22nd, 1886.]

WHEREAS, it is desirable to straighten and improve the River Don and to take the lands required for the same and in connection therewith, pursuant to the provisions of the Act passed by the Legislature of the Province of Ontario, in the forty-ninth year of the reign of Her Majesty, chaptered sixty six, entitled "An Act respecting the City of Toronto";

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

I.

That all and singular that certain parcel or tract of land and premises, being composed of parts of Park Lot No. 1, in the City of Toronto, and of the Hospital property, and of Lot No. 15 in the first concession from the Bay, and broken front, Township of York, now in the City of Toronto, and which may be more particularly known and described as follows, that is to say: Commencing at the intersection of the southerly limit of Winchester Street with the southerly bank of the Don River; thence southerly and westerly along said southerly limit of Winchester Street to a point at the intersection of a line drawn parallel with and distant 385 feet measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 10 deg. 50 min. east along said line, drawn as aforesaid, to the north bank of said River Don, being the southerly limit of the lands of Riverdale Park; thence still south 10 deg. 50 min. east across said River to the southerly bank thereof, being the northerly limit of the Jail farm lands; thence still south 10 deg. 50 min. east to the north-easterly limit of said River Don, being the south-westerly limit of said Jail farm lands; thence still south 10 deg. 50 min. east across said river to the south-westerly bank thereof; thence south-easterly along said bank to the intersection of the east limit of Don Terrace; thence south 16 deg. east along said east limit 178 feet to the north limit of Bell Street; thence still south 46 deg. east across Bell Street 66 feet to the south limit thereof; thence south 74 deg. west along said south limit 10 feet to the north-east angle of Lot No. 47, as shewn on Registered Plan D 95; thence south 16 deg. east along the east limit of said Lot No. 47 and along the production thereof across the lane in rear of said lot to the north east angle of Lot No. 70, on the north side of Oak street, according to said plan; thence still south 16 deg. east along the east limit of said lot to the north limit of Oak street; thence still south 16 deg. east across Oak street 66 feet to the south limit thereof; thence south 74 deg. west along said south limit 10 feet to the north-east angle of Lot No. 72, according to said plan; thence south 16 deg. east along the east limit of said lot to the north-east angle of Lot No. 18, according to Registered Plan D 181; thence south 16 deg. east along the east limit of said lot to the north limit of Cornwall Street; thence still south 16 deg. east across Cornwall Street 40 feet to the south limit thereof; thence south

74 deg. west along said south limit 30 feet to the north-east angle of Lot No. 34 according to said Plan D 181; thence south 16 deg. east along the east limit of said lot to the southerly limit of the lots on the south side of Cornwall Street, according to said Plan D 181; thence south 74 deg. west along said south limit to a point at the intersection of the line drawn, as aforesaid, parallel with the centre line of the proposed new channel, as now located; thence south 10 deg. 50 min. east along said line across Lots Nos. 12, 13 and 14, on the east side of River Street, according to Registered Plan 108, to the north limit of Lot No. 11, according to said Plan; thence north 74 deg. east along the said north limit of Lot No. 11 to a point at the intersection of a line drawn parallel with and distant 140 feet measured westerly from and at right angles to the centre line of the proposed new channel as now located; thence south 10 deg. 50 min. east along said line to the north limit of Mark Street, and thence still south 10 deg. 50 min. east across Mark Street 40 feet to the south limit thereof; thence south 74 deg. west along said south limit to a point distant 110 feet measured easterly on said limit from the east limit of Defries Street; thence south 16 deg. east parallel with said east limit of Defries Street, across Lots Nos. 19 to 27, both inclusive, according to Registered Plan D 233, to the north limit of Radenhurst Street; thence still south 16 deg. east across Radenhurst Street to the south limit thereof; thence south 74 deg. west along said south limit to the north-east angle of Lot No. 15, according to Registered Plan No. D 117; thence south 16 deg. east along the east limit of said lot to the southerly limit of the lots on the south side of Radenhurst Street, according to said Plan D 233; thence south 74 deg. west along said south limit to a point at the intersection of the line drawn as aforesaid parallel with the centre line of the proposed new channel, as now located, distant 385 feet measured westerly therefrom and at right angles thereto; thence south 10 deg. 50 min. east along said line across Lots Nos. 4 and 5 on the east side of River Street, according to Registered Plan 108, to the south limit of said Lot No. 4; thence north 74 deg. east along said south limit 135 feet to the westerly bank of the westerly channel of the River Don; thence southerly, south-westerly and south-easterly along said bank of river to the intersection of the curved line drawn parallel with the centre line of the proposed new channel, as now located, distant 140 feet, measured westerly therefrom and at right angles thereto; thence south-easterly along said line, being on a curve to the left of 1,155 feet radius, to the south limit of King Street; thence westerly along said south limit to the north-east angle of the lands of one R. R. Courteney; thence southerly along the easterly limit of said lands 100 feet to the south limit thereof; thence westerly parallel with the south limit of King Street to the division line between Lots Nos. 38 and 39 on the south side of King Street, according to Registered Plan 108; thence westerly parallel with the south limit of King Street to the intersection of a line drawn parallel with and distant 385 feet measured westerly from and at right angles to the centre line of the proposed new channel, as now located; thence south 37 deg. 20 min. east along said line across part of Lot No. 37 on the south side of King Street, and across Lots Nos. 3, 4, 5, 6, 7 and part of 8 on the east side of St. Lawrence Street, according to Registered Plan 108, to the north-westerly bank of the River Don; thence south-westerly, southerly and south-easterly along said bank to the intersection of the south

limit of Eastern Avenue; thence westerly along said limit to the east limit of Cypress Street; thence south 16 deg. east along said limit to the north-west angle of the lands of Messrs. Bickell and Wicket; thence north 74 deg. east along the north limit of said lands to the west bank of the Don River; thence southerly and south-easterly along said bank to the northerly edge of the iron bridge of the Grand Trunk Railway Co.; thence easterly along said north edge across the River Don to the east bank thereof; thence northerly along said east bank to the intersection of the northerly limit of the right of way of said Railway Co.; thence easterly along said northerly limit of right of way to the intersection of a line drawn parallel with and distant 385 feet measured easterly from and at right angles to the centre line of the proposed new channel as now located; thence north 37 deg. 20 min. west along said line drawn as aforesaid to the southerly limit of Eastern Avenue and thence still north 37 deg. 20 min. west across Eastern Avenue to the north limit thereof; thence south 74 deg. west along the north limit 40 ft. 9 in. to the south-west angle of the grounds of the Toronto Baseball Association; thence north 16 deg. west along the west limit of said grounds 98 ft. to the intersection of the line drawn as aforesaid and easterly from the centre line of the proposed new channel as now located; thence north 37 deg. 20 min. west along said line to the intersection of a line drawn parallel with the south limit of Queen Street East, and distant 285 ft. measured southerly therefrom and at right angles thereto; thence south 74 deg. west along said line to the intersection of a line drawn parallel with the centre line of the proposed new channel as now located, distant 140 ft., measured easterly therefrom and at right angles thereto; thence north 37 deg. 20 min. west and northerly on a curve to the right of 875 ft. radius to the north limit of Queen Street East; thence north 74 deg. east along said north limit to the west limit of Davies Avenue; thence north 16 deg. west along the west limit of Davies Avenue to the north limit of Matilda Street; thence north 74 deg. east along the north limit of Matilda Street 150 ft.; thence north 16 deg. west parallel with Steiner Avenue to the south-easterly bank of the River Don; thence north-easterly and northerly along said bank to the north limit of Close Street; thence north 74 deg. east along said limit to the south-westerly limit of Blackburne Street; thence north-westerly along said limit to the south limit of Gerrard Street, and thence along the production northerly of said limit to the north limit of Gerrard Street; thence easterly along said north limit of Gerrard Street to the intersection of the line drawn parallel with the centre line of the proposed new channel, distance 385 ft., measured easterly therefrom and at right angles thereto; thence north 10 deg. 50 min. west along said line across the Jail farm lands to the southerly bank of the River Don; thence still north 10 deg. 50 min. west across said river to the northerly bank thereof, being the southerly limit of Riverdale Park; thence still north 10 deg. 50 min. west across the lands of said Park to the southerly bank of said River Don, being the northerly limit of the lands of said Park; thence north-westerly along said southerly bank of river to the southerly limit of Winchester Street and place of beginning; the above described lands being shewn coloured pink and within the pink border on a plan of same, prepared by Unwin, Browne & Sankey, Provincial Land Surveyors, dated August, 1886, be, and the same is hereby expropriated and taken for the purpose

of straightening and improving the River Don and the marsh lands connected therewith, under the provisions of the Act passed in the 47th year of the reign of Her Majesty, and chaptered 59, entitled "An Act respecting the City of Toronto," and the Act passed by the said Legislature in the 49th year of the reign of Her Majesty, and chaptered 55, entitled "An Act respecting the City of Toronto," in that behalf; and that Messrs. Unwin, Browne & Sankey, Provincial Land Surveyors, be, and the same are hereby authorized and empowered to enter into and upon the said lands and every part thereof for the purpose of making all proper and necessary surveys and descriptions of the several lots, pieces and parcels of land comprised within the limits above described; and that the City Commissioner and the City Engineer of the City of Toronto be, and they are hereby authorized and empowered on behalf of the Corporation of the City of Toronto, with servants, workmen and agents, to enter into and upon the said lands and every part thereof and take possession thereof for the said Corporation of the City of Toronto for the purposes aforesaid.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,
City Clerk.

COUNCIL CHAMBER,
Toronto, November 22nd, 1886.

[L.S.] W. H. HOWLAND,
Mayor.

No. 1790. A BY-LAW

To authorize the City Engineer to proceed with Section No. 3 of the Don River improvement, without contracting therefor.

[Passed January 14th, 1887.]

WHEREAS it is desirable to proceed forthwith with a portion of the works required on Section 3 of the Don River Improvement by day work, the City doing the said works, finding all material and labour without contract under the direct authority of the City Engineer;

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

I.

That notwithstanding anything in By-law No. 1076 contained, the City Engineer of the City of Toronto, with such assistants, inspectors, mechanics, workmen and labourers as he may require and think necessary for the purpose, be and he is hereby authorized and empowered to begin, carry on, do and perform so much of the works and improvements on Section No. 3 of the Don River improvement, being that part thereof situate north of the north limit of Gerrard Street produced easterly across the River Don, as the said Engineer may think advisable, and the Committee on Works may approve of.

II.

That for the purposes mentioned in the next preceding section, the City Engineer is hereby authorized and empowered to engage and employ such assistants, inspectors, mechanics, workmen, labourers, and other persons, together with such horses, carts, and such other means for the removal of material as he thinks necessary, and from time to time may require, and to purchase all such tools, implements, and material as may be necessary for the proper carrying on of the said works, subject to the approval of the Committee on Works.

III.

The City Engineer shall have complete control over all persons employed upon the said works, and shall have the right to dismiss and discharge any person so employed whenever he thinks fit.

IV.

The said works shall be carried on according to the plans and specifications now in the office of the City Engineer; and all persons so employed by the said Engineer upon or in connection with the said works shall be paid weekly according to the pay sheets, which shall be furnished to the City Treasurer and certified by the said Engineer.

V.

All accounts for material, implements, tools, and other supplies shall be paid monthly upon the certificate of the said Engineer.

VI.

The City Engineer shall at each regular meeting of the Committee on Works lay before the said Committee a statement of account, showing the total amount of money expended to date, and the amount expended since his last preceding statement, distinguishing the amounts paid for (1) material and supplies, (2) for engineering assistance and inspection, and (3) for work and labour, and the said statement shall shew the progress made and the amount of work done.

VII.

The said City Engineer shall at least monthly report, so far as he can, how the cost of the work done and material supplied compares with cost of the said work and material as shewn by the lowest of the tenders made for the said Section No. 3.

I certify that I have examined this Bill and that it is correct.

JNO. BLEVINS,

City Clerk.

COUNCIL CHAMBER,

Toronto, January 14th 1886.

[L.S.]

W. H. HOWLAND,

Mayor.

No. 2184. A BY-LAW

To authorize the City Treasurer to borrow a sum not exceeding \$150,000, for the purpose of carrying on the Don Improvements.

[Passed November 12th, 1888.]

WHEREAS, by an Act passed by the Legislature of the Province of Ontario, in the 40th year of Her Majesty's reign, chaptered 66, the Corporation of the City of Toronto were authorized to carry on certain works for the improvement of the River Don in said Act set forth ;

And whereas, in carrying on the said improvements, the cost of the lands taken and the work performed has far exceeded the original estimates, owing to the increased value of the former and unforeseen difficulties in carrying on the latter ;

And whereas, contracts have been given out for carrying on the said improvements under said Act from King Street to Gerrard Street, and from Gerrard Street to the Winchester Street bridge, and the said work is being proceeded with under the said contracts ;

And whereas, by a change in the original plan it has been decided to erect a high level iron bridge on Gerrard Street where it crosses the said works, thus increasing the cost, as per original estimate, by about the sum of \$45,000, the erection of which is also under contract ;

And whereas, a large part of the work contracted for has been performed, and owing to the approach of winter and danger to the work through frost and spring floods, it is absolutely necessary that the works should be proceeded with as rapidly as possible, so as to place them beyond injury by frost and floods ;

And whereas it appears by a letter from the City Treasurer to His Worship the Mayor, dated the 8th day of October, 1888, that the sum of \$300,000, appropriated for the purposes of the said works and improvement, has been exhausted, except the sum of \$3,600 ;

And whereas it is imperatively necessary for the purposes aforesaid that the said works should not be stopped at the present juncture for lack of funds ;

And whereas, at a conference, held on the 8th day of November instant, between the Honorable the Attorney-General of Ontario and a deputation of this Council, the Attorney-General agreed, in view of the emergency above specified, that in case a By-law should be passed by this Council authorizing the City Treasurer to borrow such sums of money not exceeding in all \$150,000 as might be necessary for the purposes of carrying on the said improvements, the Government would at the next session of the Ontario Legislature support a bill legalizing the said loan, and providing for the repayment thereof ;

Therefore the Council of the Corporation of the City of Toronto enacts as follows :

I.

The City Treasurer is hereby authorized and empowered to borrow from such banks, corporations or persons as may be willing to lend the same, and upon such terms as may be necessary, such sums of money as may be required for the purpose of carrying on the works of the Don Improvements, not exceeding in all the sum of \$150,000.

II.

The said moneys so to be borrowed shall, until repaid, be and constitute a charge on all the real and personal property, assets and effects of the said the Corporation of the City of Toronto.

I certify that I have examined this Bill and that it is correct.

COUNCIL CHAMBER,
Toronto, November 12th, 1888.

JOHN BLEVINS,
City Clerk.

[L.S.]

E. F. CLARKE,

Mayor.

No. 1806. A BY-LAW

Respecting the Arbitration as to the Amount of compensation to be paid for lands taken for the straightening and improving the River Don, under By-law No. 1803.

[Passed April 25th, 1887.]

WHEREAS, a By-law, No. 1803, entitled "A By-law to repeal By-law No. 1774, entitled 'A By-law to take Lands for Straightening and Improving the River Don,' and enact a new By-law in lieu thereof, taking a less quantity of land," was duly passed by this Council on the 12th day of April, A.D. 1887; And whereas, the Corporation of the City of Toronto has been unable to agree with the owners and occupiers of the lands and premises comprised in and taken by the said By-law, on the amount of compensation to be paid to them for said lands and damages, and it is necessary that the same should be determined by arbitration, pursuant to the provisions of the statutes in that behalf;

And whereas, in the opinion of this Council, it is advisable that all claims connected with said matter and arising out of or in consequence of the taking of the said lands, under said By-law No. 1803, should be disposed of by one arbitration and award;

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

I.

That the appointment, by His Worship the Mayor, of James McGee, of the City of Toronto, in the County of York, Esquire, as arbitrator for and on behalf of the Corporation of the City of Toronto, to determine the amount of compensation (if any) to be made to the owners or occupiers of or other persons interested in the real property entered upon, taken or used, or otherwise injuriously affected by the Corporation of the City of Toronto in the exercise of its powers in the straightening and improving of the River Don, under the provisions of the statutes in that behalf, be and the same is hereby confirmed; and as the claims of all the owners or occupiers and other persons interested in the lands and premises taken and expropriated by the said Corporation in connection with straightening and improving of the River Don, in the exercise of its powers, under By-law No. 1803, should, in the opinion of this Council, be disposed of by one award, pursuant to the provisions of the Consolidated Municipal Act, 1883, in that behalf, this Council doth provide and enact the same accordingly, and all such persons are hereby required to appoint one and the same arbitrator.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,

City Clerk.

COUNCIL CHAMBER,

Toronto, April 25th, 1887.

[S.]

WM. H. HOWLAND,

Mayor.

No. 1920. A BY-LAW

To provide for the issue of "General Consolidated Loan 4 per cent. Debentures" to the amount of \$300,000, to meet the cost of certain works in connection with the straightening and improvement of the River Don, and to provide the purchase money for the lands to be taken for and in connection therewith.

[Passed November 3rd, 1887.]

WHEREAS, by an Act passed by the Legislature of the Province of Ontario, in the forty-second year of Her Majesty's Reign, and chaptered seventy-five, entitled "An Act respecting the Debenture Debt and certain property of the City of Toronto," it is amongst other things enacted that the Corporation of the City of Toronto may pass a By-law or By-laws for authorizing the issue of debentures of the said City for a sum not exceeding in the whole the sum of \$6,000,000 to redeem certain outstanding debentures therein specified, with other payments for permanent improvements therein also specified, and that any balance or residue thereof not required for the purposes aforesaid may be applied or expended in improvements of like nature, the whole issue being nevertheless limited to the said sum of \$6,000,000;

And whereas, the limitation of the issue of debentures to the said sum of \$6,000,000 was based on the assessment of the City not exceeding at the time of passing of the said Act the sum of \$50,000,000; and it was further enacted that an increase of the debt by a further issue of debentures might be made when said assessment should exceed the said sum of \$50,000,000, such increase being nevertheless limited to eight per centum of such excess;

And whereas, the amount of the whole rateable property in the City of Toronto, irrespective of any future increase of the same, and also, irrespective of any income in the nature of tolls, interest or dividends from the work, or from any stock, share or interest in the work upon which the money to be so raised, or any part thereof, may be invested, and also irrespective of any income to be derived from the temporary investment of the sinking fund hereinafter mentioned, or any part thereof, according to the last revised Assessment Rolls of the said City, being for the year one thousand eight hundred and eighty-seven, is \$82,962,033;

And whereas, the General Debenture Debt of the City, as authorized and controlled by the said Act, and exclusive of Local Improvement debts secured by special Acts, rates or assessments, amounts to \$8,621,283, leaving a full margin for the increase of the same in manner hereinafter mentioned, and of which debt no part of the principal or interest is in arrear;

And whereas, by the Act passed by the Legislative Assembly of the Province of Ontario in the 49th year of the reign of Her Majesty, chaptered 66, entitled, "An Act respecting the City of Toronto," the Council of the Corporation of the City of Toronto is authorized and empowered to straighten and improve the river Don, to take the lands required therefor, and to

borrow money by the issue and sale of debentures to an amount not exceeding the sum of \$300,000 to meet the cost of the said improvement and to provide the purchase money for the lands to be taken for and in connection therewith;

And whereas, in pursuance of the said Act the said Corporation did cause proper plans of survey to be made and proper plans, profiles, drawings and specifications of the work to be done and the improvements to be made to be prepared, and procured estimates of the probable cost of the lands to be taken and the improvements to be made, and caused the same to be duly published for the information of the ratepayers, and submitted the question of undertaking the said work at the estimated cost of \$300,000 to a vote of the electors, as required by the fifth section of the said Act, and on the 27th day of September, 1886, duly passed the By-law No. 1767, entitled, "A By-law to authorize the straightening and improvement of the River Don," and has also taken the lands required, let contracts and provided to carry out the said improvement and works;

And whereas, it is provided by the fifteenth section of the said Act that "the said Council may in their option, in lieu of issuing debentures under the said Act, issue debentures to an amount not exceeding the said sum of \$300,000 for the purposes aforesaid under the provisions of the Act passed by the Legislature of the Province of Ontario in the 42nd year of the reign of Her Majesty, chaptered 75, entitled, 'An Act respecting the debenture debt and certain property of the City of Toronto,'" and the said Council have decided to avail themselves of the said option;

And whereas, it is expedient and necessary to raise by loan on the credit of the said City the said sum of \$300,000 to provide for the payment of the cost of the said improvement, including the cost of the lands taken in connection therewith, together with interest thereon at the rate of four per cent. per annum for forty years;

And whereas, it will require the sum of \$12,000 to be raised annually for a period of forty years, the currency of the debentures to be issued under and by virtue of this By-law, to pay the interest of the said debt, and the sum of \$2,250 to be raised annually during the same period for the forming of a sinking fund of three-fourths of one per centum per annum for the payment of the debt created by this By-law, according to the provisions of the above recited Act, making in all the sum of \$14,250 to be raised annually as aforesaid;

And whereas, it is necessary that such annual sum of \$14,250 shall be raised and levied in each year during the said period of forty years by a special rate sufficient therefor on all the rateable property in the Municipality of the City of Toronto,

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

I.

That it shall be lawful for the Mayor of the said municipality to raise by way of loan, upon the security of the debentures hereinafter mentioned, from any person or persons, body or bodies corporate, who may be willing to advance the same upon the credit of such debentures, a sum of money not exceeding in the whole the sum of three hundred thousand dollars (\$300,000), and to cause the same to be paid into the hands of the Treasurer of the said City, for the purposes and with the objects above recited.

II.

That it shall be lawful for the said Mayor to cause any number of debentures to be made for such sums of money as may be required, either in currency or sterling money, not less than one hundred dollars (Canadian currency or twenty pounds sterling each, and not exceeding in the whole the sum of three hundred thousand dollars (\$300,000), as in the preceding section mentioned, and that the said debentures shall be sealed with the seal of the said Corporation, and be signed by the said Mayor and Treasurer.

III.

That the said debentures shall be made payable in forty years from the date of the issue thereof, either in currency or sterling, in this Province, Great Britain, or elsewhere, and shall have attached to them coupons for the payment of interest.

IV.

That the said debentures shall bear interest at and after the rate of four per cent. per annum from the date thereof, which interest shall be payable half yearly, on the first days of the months of January and July in each year, at the place where the said debentures are made payable, in this Province, Great Britain, or elsewhere, as aforesaid.

V.

That during forty years, the currency of the debentures to be issued under the authority of this By-law, the sum of twelve thousand dollars (\$12,000), shall be raised annually for the payment of interest on said debentures, and also the sum of two thousand two hundred and fifty dollars (\$2,250) shall be raised annually for the purpose of forming a sinking fund of three-fourths of one per cent. per annum for the payment of the principal of the said loan of \$300,000 in forty years, according to the provisions of the above recited Act, making in all the sum of fourteen thousand two hundred and fifty dollars (\$14,250) to be raised annually as aforesaid, and that a special rate in the dollar upon the assessed value of all the rateable property in the City of Toronto, over and above all other rates and taxes, and which special rate shall be sufficient to produce in each year the said sum of \$14,250, shall be annually levied and collected from the year one thousand eight hundred and eighty-eight to the year one thousand nine hundred and twenty-seven, both years inclusive, unless the said debentures shall be sooner paid, for the purpose of paying the said sum of \$300,000, with interest thereon, as aforesaid.

VI.

That the said sum of \$300,000, when obtained, shall be applied for the purposes above specified, and according to the true intent and meaning of this By-law.

VII.

That the debentures to be issued hereunder shall contain a provision in the following words: "This debenture or any interest therein, shall not, after a certificate of ownership has been endorsed thereon by the Treasurer of this Municipal Corporation, be transferable except by entry by the Treasurer or his Deputy in the Debenture Registry Book of the said Corporation of the City of Toronto."

VIII.

This By-law shall take effect on, from and after the 3rd day of November, in the year of our Lord one thousand eight hundred and eighty-seven.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,

City Clerk.

COUNCIL CHAMBER,

Toronto, November 3rd, 1887.

[L.S.]

W. H. HOWLAND,

Mayor.

"SCHEDULE A."

REPORT No. 19 OF THE COMMITTEE ON WORKS.

Your Committee on Works begs to report that it has fully and carefully considered the projected straightening and improvement of the Don River, from Winchester Street into the waters of Lake Ontario; and plans and specifications, together with a Report, were submitted by the City Engineer and adopted by your Committee. Your Committee would therefore recommend the adoption of the following Report of the City Engineer in reference to the same:

"CITY ENGINEER'S OFFICE, August 17th, 1886-

"To the Chairman and Members Committee on Works:

"GENTLEMEN,—I beg to report that I have made a survey of the River Don and of the adjoining lands for the purpose of straightening and widening the River, from the point where it crosses Winchester Street southerly crossing the marsh on the west limit of Ashbridge's Bay to its entrance into the Lake. The alignment of the proposed new cut is as shewn on the plan now submitted to your Committee. With the plan I also submit a profile of the east and west banks of the new channel; also cross sections of the work at stations 50 and 100 feet apart, extending from Winchester Street to the southerly boundary of the marsh lands belonging to the City, and also profiles of soundings through the marsh and Ashbridge's Bay to its entrance into the Lake.

"The Act respecting the River Don improvements, assented to March 25th, 1886, provides that the improvements shall extend from the line of Bloor Street produced easterly crossing the Don into the Lake. This is divided into six sections; upon the whole, or upon one section, work may be done.

"The first section extends from the line of Bloor Street produced to Winchester Street; the second section extends from Winchester Street to Carlton Street, the third section extends from Carlton Street to King Street; the fourth section extends from King Street to Eastern Avenue; the fifth section extends from Eastern Avenue to boundary of marsh lands; the sixth section extends southerly or otherwise to the waters of the Bay or Lake Ontario into such point as may be determined by the Council of the City of Toronto:

"It is not proposed at first to carry out the whole of this work, and as instructed by the Committee when estimating the cost I have taken only into consideration those sections Nos. 2, 3, 4, 5 and 6, extending from the line of Winchester Street to the entrance into the Lake.

"The estimated cost of each section is as follows:

	QUANTITY.	RATE.	AMOUNT.	TOTAL AMOUNT.
		\$ c.	\$ c.	\$ c.
SECTION No. 2—Station 0 to Station 14, Winchester St. to Carlton St.:				
Earthwork	94,555 c. yds	0 15	14,783 00	
Piling each side of new channel, includ- ing caps, wales, anchors, piles, iron work, &c.	2,020 lin. ft	0 00	26,280 00	
Winchester St. embankment (cartage)	20,000 c. yds	0 10	2,000 00	
Fencing	176 rods	1 50	264 00	43,327 00
SECTION No. 3—Station 14 to Station 48, plus 50, Carlton St. to King St.:				
Earthwork	254,207 c. yds	0 15	42,631 40	
Piling, &c. same as in No. 2.	7,200 lin. ft	9 00	64,800 00	
Gerrard St. embankment (cartage)	24,000 c. yds	0 10	3,400 00	
Fencing	420 rods	1 50	630 00	111,461 40
SECTION No. 4—48 plus 50 to King St. to Eastern Ave.:				
Earthwork	14,434 c. yds	0 15	14,168 00	
Piling, same as in No. 2.	2,400 lin. ft	9 00	21,600 00	
Fencing	120 rods	1 50	180 00	35,987 00
SECTION No. 5—Station 60, plus 50, to Station 67, plus 50, Eastern Ave. to north limit of marsh lands owned by the City:				
Earthwork	41,122 c. yds	0 15	6,168 00	
Piling, as above	1,842 lin. ft	9 00	16,578 00	
Fencing	84 rods	1 50	126 00	22,872 00
SECTION No. 6—Extending from north limit of marsh lands to Lake, distance probably of 1,800 feet:				
Earthwork				12,000 00
				225,647 40

The total estimated cost of the work exclusive of land is..... \$225,647 40

Probable cost of land as per valuation by the Assessor.....

Commissioner 74,352 60

Total..... \$300,000 00

Of this amount \$102,100 will be paid by the City at large.

For the improvement of the City lands through which the cut will pass	\$96,700 00
Formation of embankment on Winchester Street	2,000 00
" " Gerrard Street	3,400 00
	\$102,100 00

"The balance, \$107,900, will be assessed on the several properties belonging to private individuals on each side of the new cut, and in rear of the 75 feet of the land appropriated for roadway and railway purposes (having a depth throughout of not more than 245 feet), equally in proportion to frontage these properties being equally benefited by the improvement. The time over which the payment shall extend to be 40 years. The improvement will be to a great extent of a permanent character.

"In valuing the lands I have not included those belonging to the City.

"Respectfully submitted.

"C. SPROATT."

It is further recommended that the Chairman of your Committee be empowered to introduce a By-law forthwith, for adoption by Council, so that it may be submitted to the legally qualified ratepayers at as early a date as possible, providing for the issuance and sale of debentures for the cost of the proposed improvements.

Respectfully submitted.

COMMITTEE ROOM,
Toronto, August 17th, 1886.

WILLIAM CARLYLE,
Chairman

No. 2374. A BY-LAW

To appropriate a piece of land on the north side of Gerrard Street in connection with the Don Improvement, in addition to the land already

[Passed July 8th, 1886.]

WHEREAS, in connection with the straightening and improvement of the River Don and the erection of a high level bridge across the said river at Gerrard Street, it has become necessary to enter upon and to expropriate the land hereinafter described in addition to the lands taken and expropriated by By-law No. 2003;

Therefore the Council of the Corporation of the City of Toronto enacts as follows:

1.

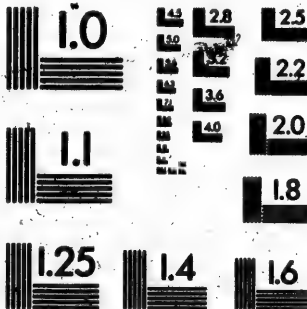
That all and singular that certain parcel or tract of land and premises being composed of part of Lot No. 41 on the east side of River Street, according to registered Plan No. D, 177 (City of Toronto), and which may be more particularly known and described as follows, that is to say: Commencing at a point on the north limit of Gerrard Street distant three hundred and eighty-seven feet measured easterly along said limit from the east limit of River Street, being the intersection of a line drawn parallel with the centre line of the new Don channel, distant four hundred feet measured westerly from and at right angles to the same; thence north ten degrees fifty minutes west along said line drawn as aforesaid thirty-two feet ten inches to a point on the same; thence north-easterly, being along the production of a line joining said last mentioned point with a point on the north limit of Gerrard Street distant sixty feet, measured easterly thereon from the east limit of River Street; thence northerly along said production to the water's edge of the River Don; thence southerly along said water's edge to the intersection of the north limit of Gerrard Street; thence south seventy-four degrees west along said limit fifty-seven feet six inches to the place of beginning, as shown in pink on Plan thereof filed in the office of the City Surveyor, be and the same is hereby expropriated and taken in connection with the work of straightening and improving the River Don and the marsh lands connected therewith under the provisions of the Act passed by the Legislative Assembly of the Province of Ontario in the 49th year of the reign of Her Majesty, chaptered 66, entitled "An Act respecting the City of Toronto," and the By-law No. 1767, passed by the Council of the Corporation of the City of Toronto at a meeting thereof held on the 27th day of September, 1886, in that behalf; and that Villiers Sankey, Esquire, Provincial Land Surveyor, be and he is hereby authorized and empowered to enter into and upon the said lands and every part thereof for the purpose of making all proper and necessary surveys and descriptions of land comprised within the limits above described, and that the City Engineer be and he is hereby authorized and empowered, on behalf of the Corporation





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of the City of Toronto, with servants, workmen, agents and contractors to enter into and upon the said lands and every part thereof and to take possession thereof for the said Corporation of the City of Toronto for the purposes aforesaid, and for the purpose of carrying out and completing the said Don River Improvements according to the plans, drawings, profiles and specifications therefor now on file in the office of the said Engineer at the City Hall, Toronto.

I certify that I have examined this Bill and that it is correct.

JOHN BLEVINS,
City Clerk.

COUNCIL CHAMBER,
Toronto, July 8th, 1889.

[L.S.]

JOHN McMILLAN,
President.

MAYOR'S OFFICE,

TORONTO, February 25th. 1889.

Gentlemen of the Council:

At a meeting held in my office on Saturday, the 9th inst., at which Mr. Jennings, of the Canadian Pacific Railway; Mr. Wragge, of the Grand Trunk Railway; Mr. Sproatt, City Engineer; Mr. Cunningham, Assistant City Engineer; Mr. Biggar, City Solicitor; Mr. Alderman McMillan, and myself were present, to consider a plan for the trackage arrangements on the west side of the Don, submitted by Mr. Jennings, of the C. P. R., I learned for the first time that the plans which were prepared and filed in the office of the City Engineer prior to the vote of the ratepayers being taken thereupon, as required by the Act of the Ontario Legislature authorizing the Don Improvement, had been altered after the By-law was approved of and before the contracts for the work were let.

The plan originally filed showed a channel 120 feet wide, with a railway allowance immediately adjoining on each side of 30 feet wide, and a highway adjoining the railway allowance of 50 feet. The plans upon which the contracts were based show a channel 120 feet wide, a highway adjoining the channel on each side of 23 feet, a general railway reserve of 26 feet, a special railway reserve of 26 feet, and a highway of 50 feet, making in all an esplanade of 125 feet wide on each side of the channel, instead of one of eighty feet, as shown on the original plans. So far as I have been able to learn, this change has never been approved of by the Council, and as I am advised by the City Solicitor that the change which has been made may seriously prejudice our position in regard to the assessment upon the properties benefitted of the \$200,000 which it was originally intended to raise by local assessments upon these lands, I feel it my duty to lay the entire correspondence on this head before you.

I presume that the policy of the Council is and has been to afford every reasonable facility for the entrance of the Canadian Pacific Railway into the City from the east, but the Act authorizing the construction of the improvement distinctly stipulates that the railway reserves on both sides of the Don Improvement shall be used upon equal terms upon all railways in common, and that no company is to have the exclusive use of them.

Upon the plans under which the work of improvement is being carried on, there is marked a special reserve which the Canadian Pacific Railway claim is intended for their exclusive use, but in a Report from the City Engineer's Department, dated the 16th inst., Mr. Sproatt and Mr. Cunningham unite in advising that the City should refuse to grant to the Canadian Pacific Railway the absolute use or control of the special railway reserve indicated upon the plans. The Canadian Pacific Railway Company state that it will be necessary for the proper conduct of their business that they should have the exclusive use of at least two tracks on the improvement, while the Grand Trunk Railway Company point out that the plans under which the work is being carried out do not comply with the requirements of the Act, and that the Canadian Pacific Railway will obtain an undue advantage if

they are permitted the privilege which they claim. A similar view is held by the projectors of the proposed Belt Line Railway. The Canadian Pacific Railway Company have repeatedly expressed a desire to have all matters in dispute settled by arbitration. In the meantime they have been notified by the City Solicitor not to enter upon the improvement. I have had prepared by the Engineer, and submit for your information, a statement of the cost of finishing the work by three schemes, as follows:

1st. Finishing the improvement at the Cornwall Street hill on the west side to only 75 feet, and at the Jail hill on the east side to only 40 feet wide, leaving out cribbing where the bottom is hard, and omitting some dredging of shale rock on the east side of the channel at King Street. The estimated cost of this scheme is \$170,555.

2nd. Finishing the improvement on the west bank throughout to 125 feet wide, and on the east bank to the same width except at the Jail hill, where it will be 75 feet wide, and completing the piling and cribbing in all places. The estimated cost of this scheme is \$215,400.

3rd. Finishing the whole improvement from Winchester Street to the Bay to 125 feet wide, putting in a swing bridge at Eastern Avenue, and a high level bridge at Queen Street, purchasing additional land on Queen Street, and dredging the entrance to the river 12 feet in depth so that vessels can come in. The estimated cost of this scheme is \$491,000.

At the time that these estimates were made there was a sum of \$80,000 remaining to the credit of the improvement in the Treasurer's hands, and this sum must of course be deducted from the figures given in each of the three foregoing schemes. In other words, to complete the work by the first scheme, the additional money required will be \$90,000, by the second scheme \$135,000, and by the third scheme \$411,000.

By a reference to the City Solicitor's letter, dated the 22nd inst., and hereto appended, it will be seen that that official advises that legislation be obtained, if possible during the present session of the Ontario Legislature, authorizing the submission to the ratepayers of a By-law granting to the Council the money necessary to complete the improvement according to whichever of the foregoing schemes the Council may decide to adopt.

Action on this matter must be taken at once, otherwise the completion of the work will be postponed for another year.

It must be borne in mind that the estimate above given for the completion of the improvement to 125 feet wide on each side, from Winchester Street southward to the Bay, makes no provision for the removal of the Grand Trunk Railway bridge or for erecting a swing bridge at that point. Before the new channel can be made available for vessels it is imperative that the Grand Trunk Railway bridge shall be converted into a swing bridge, so that vessels can enter, for without this change all the arrangements for wharfage along the banks of the straightened river and all the expenses of converting the street bridges into swing bridges would be unavailing. The river could

never be made use of by vessels. The cost of a double track swing bridge to replace the present Grand Trunk bridge is estimated at \$75,000. In what proportion this cost would be shared by the Railway Company and the City, or whether the whole cost would be borne by the Railway Company, are questions which will have to be referred to the Railway Committee of the Privy Council, assuming that they have jurisdiction in the premises. In addition to the foregoing there is the annual cost of attendance for say during eight months of the year during which the bridge would have to be swung, and which would amount to about \$1,500. The manner in which this annual cost would be divided between the City and the Company would also be decided by the Railway Committee. The whole cost of construction and cost of annual watching and attendance represents a capital sum of \$100,000, and this is not included in the estimate of Scheme No. 3. In like manner the annual cost of attending the swing bridges at Queen Street and Eastern Avenue has not been considered in the estimate of cost.

If legislation is to be obtained at this session of the Ontario Legislature to enable the City to complete the work under one of the foregoing schemes, the Council must act promptly.

In this connection it must be remembered that the Canadian Pacific Railway Company claim that they possess the power under the provisions of the Dominion Railway Act, to expropriate the land which they may require for railway purposes along the Don Improvement. If they possess this power and exercise it, the value of the improvement will be seriously affected, and the situation, so far as the City is concerned, still further complicated. It is impossible to advise the Council as to what is best to be done in the circumstances. If the City cannot compel the substitution of a swing bridge over the river by the Grand Trunk, there is no occasion for the construction of swing bridges at Queen Street and Eastern Avenue, and the third scheme suggested need not be entertained. The Council, should, however, decide at the earliest moment as to the adoption or rejection of the first and second schemes.

Respectfully submitted,

E. F. CLARKE,
Mayor.

(Copy.)

CITY SOLICITOR'S OFFICE,

TORONTO, 22nd November, 1888.

Re C. P. R. AND DON IMPROVEMENT.

Messrs. Wells & MacMurchy, Barristers, etc., Toronto:

GENTLEMEN,—The Mayor instructs me to notify you that the C. P. R. must not enter upon the "Reservation for Railway purposes" which forms part of the works of the Don Improvements, or lay any track thereon unless and until

they have made an agreement with the City of Toronto, under Section 8 of 49 Victoria, Chap. 66, respecting portion of the reservation which the C. P. R. may be allowed to use, and the conditions upon which they are to be permitted to occupy the same.

Will you kindly communicate this notice to the Engineer in charge of the work.

Yours truly,

C. R. W. BIGGAR,
City Solicitor.

LETTER FROM EDMUND WRAGGE, ESQ., G. T. R.

TORONTO, 19th December, 1888.

To His Worship the Mayor of Toronto:

SIR,—I have seen a plan purporting to show the arrangement of tracks on either bank of the River Don where the improvements authorized by the Legislature of Ontario are carried out, and I wish, on behalf of the Grand Trunk Company, to say that the plan I have seen and which is in the office of the City Engineer, does not comply with the requirements of the Act.

What I wish to point out to your Worship is that the Act contemplates the rails being laid near the river on a reserve to be common to all railway companies, and a street not less than 50 feet wide adjoining the reserve on the landward side, so that teams can get alongside an unloading track common to all railways without having to cross the tracks.

In the plan exhibited in the City Engineer's office the arrangement is as follows:—1st. A strip of land 23 feet in width adjoining the river; then the railway reserve for two tracks; then a strip of land for two tracks of the Canadian Pacific Railway; and then the 50 feet strip. The effect of this arrangement will be that any citizen unloading cars of any railway other than the Canadian Pacific, will have to work on a strip of land only 23 feet in width between the rails and the river, a space far too narrow for convenience or for safety, and in order to get there will have to cross four tracks on the level.

I shall feel much obliged if you will carefully consider this point, and before any definite decision is come to, permit the Company as an interested party to be heard upon the whole subject of the tracks on either side of the River Don between its railway and Winchester Street.

I am, Sir, yours faithfully,

EDMUND WRAGGE,
Local Manager.

LETTER FROM J. D. EDGAR, Esq., BELT LINE RAILWAY COMPANY.

TORONTO, December 18th, 1888.

E. F. Clarke, Esq., M.P.P., Mayor, Toronto :

DEAR SIR,—I observed by to-day's papers that you are going to have an interview with Mr. Van Horne on Thursday next with reference to the C. P. R. right of way upon the Don Improvements. While I have no desire to throw the slightest obstacle in the way of the C. P. R., I think that this might be a favorable opportunity for considering how the proposed location of the C. P. R. will affect the bringing of the proposed Belt Line Railway into the City by way of the Don Improvements. Mr. Jennings, of the C. P. R., has shown a most anxious desire to facilitate the Belt Line in this respect, but there are certainly some rather serious difficulties to be met, and as the City is undoubtedly interested in bringing as many railways as possible into the City over the Don Improvements. I have thought that it might be well to have a frank discussion of the matter with yourself, as representing the City, and with Mr. Van Horne when he is here.

Under the 8th section of the Don Improvement Act, it is provided that no railway company shall acquire any exclusive right over any of the Improvements, and perhaps it may be possible now to arrive at some understanding which will avoid future differences.

I have the honor to be, yours, etc.,

J. D. EDGAR,
For proposed Belt Line Ry. Co.

December 26th, 1888.

Re DON IMPROVEMENT.

DEAR MR. SPROATT,—I observe by Sub-section 7 of Section 1. of the Don Improvement Act, that the City is to reserve a strip of land, not less than 25 feet in width, for the purpose of railway tracks, etc., to be used and occupied as hereinafter mentioned; and by Section 8 of the said Act, it is provided that no one railway company shall acquire any exclusive right of property, or any control over the same, or any part thereof, and all railways shall be entitled to the use thereof, upon equal terms.

Upon looking at the plans submitted at the conference held with Mr. Van Horne on Thursday last, I observe that a special railway reserve has been set apart for the C. P. R., besides the general railway reserve contemplated by the Act.

Can you tell me when, and by whose authority, this special reserve was set apart for the C. P. R., and if it is intended that that railway shall have the exclusive use of the reserve so set apart?

Passing along King Street across the Don yesterday forenoon, I observe, notwithstanding your order to the contrary, that the embankment for the railway track from King Street southward has been completed. What steps do you propose to take?

I must request your immediate attention to these matters, and will expect a reply from you not later than to-morrow.

Faithfully yours,

(Signed) E. F. CLARKE.

C. Sproatt, Esq., City Engineer.

(Copy)

CITY ENGINEER'S OFFICE,

TORONTO, Dec. 27th, 1888.

Re DON IMPROVEMENTS.

To His Worship the Mayor:

DEAR SIR,—I beg to inform your Worship, in reply to yours of the 26th inst., that no special arrangement has ever been contemplated by me in favor of any particular railway company obtaining possession of the land laid aside for railway purposes by Sub-section 7 of Section I. of the Don Improvement Act.

I can only account for the words "Canadian Pacific Railway" being printed on the plan produced at the meeting with Mr. Van Horne, in connection with the motion of Ald. Carlyle (St. Thomas), seconded by Ald. Shaw, and adopted in Council 24th October, 1887. (See paragraph 1077, minutes of Council, 1887.)

You will observe that the C. P. R. Company were granted the privilege of coming down the west side of the Don River.

The plans you refer to must have been marked for production before the Railway Committee of the Privy Council at Ottawa.

Referring to your remarks about the completion of the grading for the said Railway Company south of King Street, the work was done prior to my letter of the 14th inst., to Messrs Manning & Macdonald. I have made enquiries which, added to my personal knowledge, confirm me in saying: no work has been done since the date of my letter.

Very respectfully yours

(Signed) C. SPROATT
City Engineer.

December 28th, 1888.

Re DON IMPROVEMENT.

DEAR MR. SPROATT,—Your letter of the 27th is not an answer to mine of the 26th. When, and by whom, was it decided to depart from the provisions of the Statute, as to making a general railway reserve, to be used by the railways in common?

The motion of Ald. Carlyle is merely the expression of the policy of the Council, that it would be in the City's interest to have the Canadian Pacific Railway come down the Don Improvement. There is no dispute about that, but why was the Company allowed to select the most favorable part of the Improvement, and occupy it *exclusively*, to the detriment of other railway companies, who may in the future decide to enter the City by that route?

Who prepared the plans which were presented to the Railway Committee of the Privy Council?

The person who did so must have marked "Canadian Pacific Railway Reserve" upon them, and had instructions or authority from you or somebody else to do so. These are matters that we must have cleared up at once. Awaiting your reply,

Faithfully yours,

(Signed)

E. F. CLARKE.

C. Sproatt, Esq., City Engineer.

(Copy.)

CITY ENGINEER'S OFFICE,

TORONTO, Dec. 31st, 1888.

Re DON IMPROVEMENT.

To His Worship the Mayor, Toronto:

DEAR SIR,—In reply to your letter of the 2nd inst., asking for further information *re* the railway reserves on the Don plans, I have made further enquiries, and learn from Mr. Sankey, P.L.S., who was out of town last week, that the original plan of the Don Improvements showing the lands required, was prepared by Messrs. Unwin, Browne & Sankey, P.L.S., in August, 1886. This plan showed a railway reserve of 30 feet wide on each side immediately adjoining the edge of the new channel, and adjoining this a roadway of 50 feet wide. About this time the question of an eastern entrance by the C. P. R. was again brought up, and some weeks after the Don By-law had been voted on a meeting was held in the Mayor's office, at which were present Mayor Howland, Ald. Carlyle, Chairman of the Board of Works; Mr. E. B. Osler, Hon. R. M. Wells, Mr. H. D. Lumsden, C. E., representing the C. P. R.; Mr. Sankey, myself, and I think Mr. Maughan.

The question of the City giving the C. P. R. exclusive rights over the 30 feet railway strip on the west side of the channel was discussed at length, and, as it appeared under the Don Act, the City had not the power to give exclusive rights to any one railway over the said strip, it was decided to set apart a special strip, with regard to which the City could enter into any agreement that might be considered advisable.

It was then suggested that a dock reserve should be added for the unloading of goods, or for a promenade, and also that the east side of the channel should be uniform with the west. This was agreed to, and on going over the figures, it was finally decided that the reserves should have the widths which are now shown on the plan as registered, that is, on each side a dock reserve of 23 feet, two railway reserves of 26 feet each, and a roadway of 50 feet. The land surveyors were then instructed to prepare a plan accordingly, and, when doing so, put the words "Special Railway Reserve" on the strip with regard to which the C. P. R. was to make arrangements on the west side, and the same on the corresponding strip on the east side. I did not consider myself justified in putting either C. P. R. or G. T. R. on any reserve, when no actual agreement existed.

Yours very respectfully,
(Signed)

C. SPROATT,
City Engineer.

Re DON IMPROVEMENT.

January 2nd, 1889.

DEAR MR. SPROATT,—I beg to acknowledge the receipt of yours of the 31st ult., re this matter, but the information contained therein is not as full as I would like it.

You say that "it was decided at the meeting held in the Mayor's office, to set apart a special strip (for the C. P. R.), with regard to which the City could enter into any agreement that might be considered advisable."

Was this decision communicated to and approved by the Council of last year? Then again, as I understand it, the Canadian Pacific Railway are now constructing a bridge across the Don at Winchester Street, which will enable them to pass on to this special strip, but that no other railway will be enabled to use it. This is clearly a departure from the original intention, and, as you know, the Grand Trunk Railway authorities have already complained that the Canadian Pacific Railway will thereby obtain undue advantages over other roads.

What have you got to say to this?

Then again, I want to know whether Mr. Sankey was acting for the Canadian Pacific Railway or for the City, in preparing these plans? I understand he made the survey for the Canadian Pacific Railway.

Please reply to these queries fully at once.

Faithfully yours,

(Signed) E. F. CLARKE.

C. Sproatt, Esq., City Engineer.

[Copy]

CITY ENGINEER'S OFFICE,

Toronto, Jan. 4th, 1889.

To His Worship the Mayor, Toronto, Ont. :

DEAR SIR,—In answer to yours of the 2nd inst., in reference to the railway matter in connection with the Don works, I beg to say :—

As far as the strip of land set apart for special railway purposes, on the west side of the Improvement, is concerned, no arrangement, as far as I am aware, was made either with the Canadian Pacific Railway Company or the Grand Trunk, but I think it was tacitly understood that the Canadian Pacific Railway should occupy the western strip.

I cannot answer your enquiry as to whether this decision was communicated to the Council or not. Upon looking over the Minutes of the Council of 1887, I cannot find any record of this meeting.

With regard to the Canadian Pacific Railway bridge crossing the Don River at Winchester Street, the rails leading from the bridge can be thrown to meet any one line, or the whole four lines. I cannot say what arrangement may be made with other railway companies for the use of the bridge, but should it be necessary, a bridge can be built on either side of the one now being constructed by the Canadian Pacific Railway Company.

I can see only one way in which the difficulty mentioned by Your Worship can be effectually overcome, viz: "That no one railway shall acquire any exclusive right of property or control over the same."

Some management will be necessary. Either the City or some company must manage the traffic over these lines. The City cannot do so, owing to the expense attending the same, and a private company could not work it to advantage, owing to the shortness of the line and the few railways using the same, as the expense attending the management would be heavy. The last and only feasible scheme, in my opinion, would be to arrange a system of management, either with the Grand Trunk or the Canadian Pacific Railway Company, and at the same time to determine upon a settled rate of charges for the use of the tracks by other railways, which may at any time use them, the two centre lines to be used for through traffic, freight and passenger. As the Canadian Pacific Railway is the only company which will use these lines at present, I think it should have the management. I have spoken to Mr. Sankey, and he states that he was not acting for the Canadian Pacific Railway Company, but that he was called to the meeting by the Mayor.

Yours obediently,

(Signed),

C. SPROATT,

City Engineer.

CLARKE.

CITY SOLICITORS OFFICE,

TORONTO, January 23rd, 1889.

Re DON IMPROVEMENT AND C. P. R.*His Worship the Mayor, Toronto:*

DEAR MR. MAYOR,—On the 24th December last the City Engineer wrote a letter to Mr. Van Horne, a copy of which he has furnished me and which is as follows:

TORONTO, December 24th, 1888.

W. C. Van Horne, Esq., President C. P. R. Co., Montreal:

DEAR SIR,—I enclose you memo. of matters to be arranged and agreed to by and between the Corporation of the City of Toronto and the Directors of the C. P. R. Co. in connection with the laying down of their tracks on the lands to be used for railway purposes, said lands being situate in the Don Valley and on the line of the Don improvements. All these questions were discussed at a meeting held on the 21st instant in the Mayor's Office, and a few of them were decided, said decisions being recorded in each case under the item. Will you please give the memo. your consideration and let us hear from you at your earliest convenience on the points which were left unadjusted at the meeting of the 31st.

Yours truly,

C. SPROATT,

*City Engineer.**Re* DON IMPROVEMENTS.

MEMO. OF MATTERS TO BE ARRANGED WITH THE C. P. R.

1. "As to the diversion of Winchester Street—

(a). "The Company should purchase all the land required for the new or diverted roadway."

(b). "Grade, macadamize and fence the new road, indemnify the City against all claims for damages occasioned by the diversion of Winchester Street, or by closing up part thereof north of present bridge, or by narrowing street by means of new railway bridge."

(c). "Pay one-half of the cost of new bridge." (See Report No. 26 of the Committee on Works, adopted November 26, 1888.)

(d). "Dredge channel on north side of river to a line with the north abutment of Canadian Pacific Railway bridge." (All of the foregoing agreed to.)

2. "As to Don Improvement proper, Company should—

(a). "Pay cost of raising the roadway on the west side of Don from south abutment of Canadian Pacific Railway bridge, say 900 feet, till the grade comes down to the level of the caps of our piling." (Agreed to.)

(b). "Pay cost of cribbing necessary to sustain embankment." (Agreed to.)

(c). "Pay all extra expenses occasioned to the City by reason of the raising of the embankment as proposed." (It was stated by the Canadian Pacific Railway that this portion of the work would be completed by them, consequently no damage could be claimed.)

(d). "Pay the cost of erecting temporary bridge over unfilled channel of old river, bridge to be the property of the City." (Agreed to.)

(e). "Indemnify the City against all claims for damages occasioned by the Canadian Pacific Railway track crossing roadway on west side of Don Improvement, between King Street and Eastern Avenue." (Unadjusted.)

(f). "Pay all costs, damages and expenses which may be incurred by the City in consequence of allowing the Canadian Pacific Railway to occupy or use any portion of the railway reservation before the works now under contract are completed." (Mr. Van Horne will arrange with the contractors and will relieve the City from any liability in re same.)

(g). "Agree that City's contractors may cross track at any point for the purpose of their contract." (Canadian Pacific Railway will agree with contractors and fix points.)

3. (a). "Provision should be made for protecting the proposed level crossings at King Street, Eastern Avenue, Front Street, Olive Street, Tate Street, Water Street, Cherry Street, Trinity Street, Mill Street and Parliament Street.

(b). "Canadian Pacific Railway to indemnify City against all claims for damages by reason of high level crossings at King Street and Eastern Avenue." (Left unadjusted). "These are the matters which immediately strike one, but further consideration may suggest others."

P.S.—"The Canadian Pacific Railway Company" to pay for the right of way over the entire improvement."

N.B.—"All matters to be settled by arbitration."

This letter was answered by Mr. Van Horne as follows:

"MY DEAR SPROATT,—I have your letter of the 24th instant, re Don Improvements. My understanding was that everything relating to the diversion of Winchester Street was to be left in abeyance until experience should determine what was best to do with it, but in the meantime we should put the present crossing in proper shape.

"My understanding as to the other matters is as follows:

(1). "It was agreed on our part that we should dredge the channel on the north side of the river to a line with the north abutment of our bridge

- (2). "That we should pay the cost of raising the roadway on the west side of the Don from the south abutment of our bridge until the grade comes down to the level of the caps of your piling.
- (3). "That we should pay the costs of the additional cribbing necessary to sustain this increased embankment.
- (4). "That we should make a temporary bridge for our railway over the unfilled channel of the old river, so that scows may be able to pass under until the filling in of the bank is completed.
- (5). "That we should permit the City contractors to cross our track at any point for the purposes of their contract.
- (6). "That we should provide gates at King Street and Eastern Avenue (the latter as soon as the bridge is completed).
- (7). "That the amount we should pay for the use of the right-of-way over the Don Improvement should be settled by arbitration.
- (8). "It was also understood that we should endeavor to arrange with the City's contractors so as to avoid any claim for damages on their part against the City by reason of our tracks being laid on the Don Improvement before the works now under contract are completed.

"Yours truly,

"W. C. VAN HORNE."

C. Sproatt, Esq., City Engineer, Toronto.

These letters were both submitted to me about the 10th January, and on the 11th inst. I wrote Mr. Van Horne as follows:

Toronto, 11th January, 1889.

W. C. Van Horne, Esq., Montreal:

RE: DON IMPROVEMENT.

"DEAR SIR,—I beg to acknowledge the receipt of your letter in this matter, addressed to the City Engineer. Your understanding of the matter therein mentioned is the same as mine, and will, I think, prove satisfactory to the Council when they come to deal with the question of the occupation by the C. P. R. of part of the railway reserve on the Don Improvement. Meantime we are pushing forward the work as rapidly as possible, and shall complete the reservation on the west side of the Don as soon as possible. Of course until this is done, no final arrangements can be made with the railway companies; but meantime I would suggest to you (and I am also suggesting the same thing to Mr. Wragge) that the representatives of your respective companies might have a conference, and come to an understanding between themselves as to how they deem it best that the 52 feet strip on this side of the river should be utilized for railway purposes, under the provisions of section 8 of the Act (40 Vic., c. 66, Ontario). As soon as you have arrived at a mutually satisfactory basis, I hope you will kindly submit it to me, and I shall be happy to lay it before the Council for consideration and approval. Without prejudice.

"Yours truly,

"C. R. W. BIGGAR."

I yesterday received from him the following reply :

MONTREAL, 20th January, 1889.

"DEAR SIR,—Since the receipt of your favor of the 11th instant, I have had a conversation with Mr. Wragge about the question of the railway facilities on the Don Improvement, and to-day I have been over the matter with our Mr. Jennings.

"If the entire width provided for roadway and railway tracks on the west side is increased about 10 feet, I think every possible requirement can be met. My idea is that the railway next to the Don channel should remain as planned, 26 feet in width, and adjoining that there should be an allowance for general railway purposes of 22½ feet, and then an allowance for the two main tracks of the Canadian Pacific of 24 feet, and then an allowance of 22½ feet for general railway purposes, followed by a street of 42 feet. This would make a total width of 137 feet instead of 128 feet as now planned, and it would afford room for 6 railway tracks in all. This plan is based on placing the railway tracks 7 feet apart instead of 8 feet, as originally designed. The line being straight, this can be done. The general reserve can be 1½ feet narrower than the Canadian Pacific reserve, because on one side of each the cars can stand up to the street line without disadvantage. Mr. Jennings can explain all this to you.

"In this way it will afford a track at the side of the two streets for loading and unloading cars, and a clear running track between these and the Canadian Pacific on either side. This running track can be connected with the loading track at intervals by cross-over switches. Forty-two feet will be ample width for the street on the west side, because no sidewalk will be required on one side of it, if on either.

"Yours truly,

"W. C. VAN HORNE."

To C. R. W. Biggar, Esq., City Solicitor, Toronto.

Will you kindly bring the matter before the proper committee, and let me have instructions?

Yours truly,

C. R. W. BIGGAR,
City Solicitor.

(Copy)

TORONTO, February 9th, 1889.

C. Sproatt, Esq., C. E., Toronto :

MY DEAR SPROATT,—Since the conference held to-day in my office with Mr. Jennings, of the Canadian Pacific Railway, and Mr. Wragge, of the Grand Trunk Railway, it appears to me that the plan upon which the people authorized the expenditure of \$300,000 for Section 2, 3 and 4 contemplated the construction of a new channel 120 feet wide with a reserve of 25 feet on

either side of the channel and next the water for railway purposes, and a road or public highway 50 feet wide outside of and immediately adjoining the railway reserve, on each side of the river.

The contract entered into with Messrs. Manning & McDonald is for a different improvement altogether, and comprises :

- (1). A channel 120 feet wide, and on each side thereof.
- (2). A roadway reserve of 23 feet, immediately adjoining the channel.
- (3). A special railway allowance of 26 feet.
- (4). A general railway allowance of the same width, and
- (5). A public street or highway of 50 feet.

Making in all an Improvement of 125 feet wide on each side of the channel, instead of only 75 feet wide as in the original By-law. I also find that the sections, as mentioned in your last Report to the Council, dated 15th of August, 1888, and as contracted for, differ wholly from those mentioned and described in Section 9 of the Act.

Will you kindly submit to me, on or before Saturday next, a statement in writing of the reasons why and the authority under which these changes from the Statute and from the original By-law were respectively made?

Yours truly,

(Signed)

E. F. CLARKE,
Mayor.

CITY ENGINEER'S OFFICE,

TORONTO, February 15th, 1889.

IN RE DON WORKS.

E. F. Clarke, Esq., Mayor, Toronto :

DEAR SIR,—I beg to say, in answer to your instructions of the 9th inst., in relation to the Don works, that I have gone carefully over the Reports of the Committee on Works, and the action of the Council, and I find :

That at a meeting of the Committee on Works, Jan. 26th, 1886, I was ordered, on motion of Ald. Turner, to prepare a plan and make an estimate of the cost of the work. The first proposal was for a 120 foot waterway, 14 feet deep, with an allowance of 30 feet for railway purposes on each side of the channel, and a 50 foot roadway on the outside of the railway allowance on each side of the river for general traffic.

In September, 1886, a By-law was passed providing the sum of \$300,000 for carrying out the work.

Tenders for the work were asked on the 5th November following, and they were received on the 30th of the same month.

In the interim, on or about the 15th of November, new quantities were taken out for the extended works, as at present, allowing a roadway of 23 feet next to the channel, and two 26 foot strips for railway purposes, and a 50 foot roadway on each side of the river.

These quantities were taken out after the tenders had been asked for. The cost was increased in consequence of the widening of the roadways, and to reduce the same the depth of the channel was changed from 14 feet to 12 feet (see Minutes, Nov. 2, 1886), the Jail hill cutting being also reduced to its present width, giving a 50 foot roadway as shown on the plan.

I find from the records that the changes in the depth of the river were before the Committee on Works, but no mention is made of the Jail hill. Clause 7 of the Act provides, "reserving next the margin of the river and the waters thereof, within the limits aforesaid, a strip of land *not less than* 25 feet in width for the purpose of railway tracks, switches, etc.," and also "a strip of land *not less than* 50 feet in width for the purpose of a public highway or street."

It seems only reasonable, therefore, that the City has power by the Act to increase the width for railway and street purposes.

A survey from the main line of the C. P. R. passing through the easterly portion of the Don flats, crossing the Don River at Eastern Avenue, was made and plans prepared and filed with the County Clerk during the summer of 1886; and no doubt the cause of the change was a disposition on the part of the Mayor to induce the C. P. R. to make use of the Don Improvements in entering the City.

A meeting was held in the Mayor's office, and as far as my mind leads me, the change as to the order of the Don Improvements was made at this meeting. Plans of the change of construction were prepared by Mr. Sankey.

I can find no order from either the Committee on Works or the Council for the change in the manner of construction; neither can I find any instruction from the Committee on Works for the reduction of the width of the roadway facing the Jail hill; although it was quite understood by the members of the Committee that the reduced cutting was necessary at the time, as the amount appropriated could not complete the whole of the work.

For convenience in tendering, as well as for construction, the work was divided into three sections, covering the six mentioned in the Act and reported on the 17th August, 1886, to the Committee on Works.

Respectfully submitted.

C. SPROATT,
City Engineer.

SURVEY DEPARTMENT.

CITY ENGINEER'S OFFICE,
Toronto, Feb. 4th, 1889.*Re DON IMPROVEMENT.**His Worship the Mayor :*

DEAR SIR.—In reply to your letter to me of the 12th, enclosing a copy of your letter to Mr. Sproatt of the 9th, and asking me if possible to throw some light on the question of authority or reason for the changes made in the Don plans, I would say : That the first instructions I received to change the roadway and railway reserves, as shown on the plan, with regard to which the people voted the \$300,000, were given me by Mayor Howland at the end of the meeting in his office, as described in Mr. Sproatt's letter to you of December 31st, 1888. I may here say that said letter was written to you after an interview with me, and that I entirely agree with Mr. Sproatt as to those present and as to the subjects discussed at the meeting. I can imagine no other reason for said meeting than a desire to assist the Canadian Pacific Railway in gaining an eastern entrance to the City. For myself, I would say that I considered Mayor Howland and Alderman Carlyle good enough authority on which to make the changes, especially as I considered that no plan would be binding unless ratified by By-law. Shortly after the above meeting a plan carrying out the instructions I then received was sent to the Engineer's office.

I find the first By-law by which the lands required for the Improvement were expropriated was passed on November 22nd, 1886, No. 1774, which By-law refers to the plan on which the people voted. Almost immediately after this, it was found that it would be necessary to reduce the quantity of land, and I received fresh instructions through both the Engineer's and Solicitor's office to amend the description, and I then prepared a tracing from the second plan showing the less quantity of land and the extra reserves, dated December 28th, 1886. This is the plan which By-law No. 1803 refers to, passed April 12th, 1887. The plans under which we are now working are the same except as to some further reductions in the quantity of land ; as I had nothing to do with the construction I cannot say when the change in the quantities took place.

Yours respectfully,

VILLIERS SANKEY,
City Surveyor.

TORONTO, February 15th, 1889.

E. F. Clarke, Esq., Mayor of Toronto :

SIR,—Mr. Osler tells me that you would be glad to have all the information you can collect as to the preparation of the plan of the Don Improvement, which shows a reserve for the C. P. R. of 26 feet.

Some time prior to the filing of the plan of our Don branch (November, 1886), a meeting was held in the office of Mayor Howland, at which were present the Mayor, Ald. Carlyle, Mr. Sproatt, and, I think, other representatives of the City, also Mr. Osler, Mr. Sankey, Mr. Lumsden and myself. The question of our eastern entrance over the Don Improvement was discussed, and ultimately, the Mayor instructed Mr. Sankey to prepare a plan showing amongst other things the reserve for this C. P. R. Mr. Sankey prepared this plan shortly afterwards, and I believe it has been in the office of the City Engineer ever since.

When, in October, 1886, we prepared the plan showing the location of our Don branch, the question was discussed amongst ourselves as to whether we should follow the location assigned to us on Mr. Sankey's plan, but on the whole, it was thought better not to do so. It was thought, if we did so, that we might perhaps be considered by some as taking a position hostile to the City. We, therefore, located our line east of the Don, crossing the river at or near Eastern Avenue. Our design was, when the Don Improvement was completed or sufficiently advanced, to alter or divert our line under the general provisions of the Railway Act, and take up the position along the Don Improvement which had been or would be assigned to us by the City.

Subsequently (in the month of December, 1887), the Canadian Pacific Railway Company made application to the Railway Committee at Ottawa for leave to cross the Grand Trunk Railway tracks at Berkeley Street, and a deputation, authorized by resolution of the Council, dated about 20th October, 1887, consisting of the Mayor and several Aldermen, also the City Engineer and the City Solicitor, went to Ottawa to support it. The Grand Trunk Railway Company vigorously opposed our application to cross at Berkeley Street, and proposed either a crossing near the west end of the Don bridge or a crossing east of the Don bridge, coupled, I believe, with the use of some of their tracks.

The Mayor and one or two other Aldermen addressed the Committee. The Mayor spread out Mr. Sankey's plan before the Committee; he pointed out the reservation for the Canadian Pacific Railway; he contended that the alternative propositions of the Grand Trunk Railway would not answer the purpose for which the Don Improvement was made, and he asserted that any other line than that indicated on the plan would be unsatisfactory to the City.

It was not unreasonable, I think, considering the circumstances under which Mr. Sankey's plan was made and the use made of it, not only at Ottawa but on other occasions, for the Canadian Pacific Railway Company to conclude that the location assigned to it was definitely agreed to by the City. When, therefore, the Company in the spring of 1888 was about to enter into a contract with Mr. Hendrie for the construction of the Don branch, almost the first step Mr. Jennings took was to obtain, with your permission, a copy of Mr. Sankey's plan from the City Engineer. and it

was with reference to this plan that the contract was let (crossing at Winchester Street), and upon which the work has been executed.

I need hardly say that from first to last the Canadian Pacific Railway Company has never dreamed of occupying this reserve without the consent of the City, or without making full and fair compensation for it. I may say further that, while the Company has for years been paying the City a large amount for rent and taxes on land which it has been unable to reach and of which it has made no use, and, while it doubtless brings enormous commercial advantages to the City, and considerably increases the value of municipal and private property, it neither asks for nor desires a single privilege or a single inch of land from the City except on the ordinary business principle of paying full value for it. This question of compensation has been the subject of more than one conversation between you, Mr. Van Horne and Mr. Osler, and also, I believe, of some correspondence. The Company has throughout expressed its desire for a speedy adjustment of all these financial questions—including some others of a different character. It has also expressed its willingness to refer these matters to arbitration, or to adopt any other reasonable mode of settlement which you might suggest.

The statement, therefore, recently made that the Canadian Pacific Railway intended to occupy City property without paying for it is entirely unfounded.

I am, Sir,

Your obedient servant,

R. M. WELLS.

(Private.)

CITY SOLICITOR'S OFFICE.

TORONTO, Feb. 11th, 1889.

Re DON IMPROVEMENT AND THE C. P. R.

His Worship the Mayor, Toronto :

DEAR MR. MAYOR,—I was thinking yesterday of the point which we have already more than once discussed, namely, whether the Don Improvement Act, 49 Vic., Chap. 66, would avail to prevent the Canadian Pacific Railway under the Railway Act from expropriating the fee of the land shown on their filed plan along the west bank of the Don.

I am bound to tell you that I do not think the Provincial Act would hold water against the Dominion Act, and that in the report which is made on the Don Improvement, before asking the people for any more money, I think this point ought in some way to be put before the people in order that they may vote with their eyes open. This is of course confidential.

Yours truly,

C. R. W. BIGGAR.

CITY ENGINEER'S OFFICE,

TORONTO, Feb. 16th, 1889.

DON IMPROVEMENTS.

Report to His Worship the Mayor on the arrangement of Railway tracks on West bank of the channel.

DEAR SIR,—The original scheme of the Don Improvements had in view the opening up of the river to lake craft, so as to afford, practically, an additional stretch of lake front to the City, that might be used by manufacturers and others for business purposes. At the same time it was planned that convenient streets should run along either side of the straightened channel, giving access from the southern to the northern parts of the City, and that the land reclaimed and formed in the work of straightening should be used for building sites for store houses, factories and buildings of that nature. Railway sidings for commercial purposes would be necessary, and on the first general plan of the scheme, dated August, 1886, there is shown on either side of the proposed channel a finished strip 80 feet in width, composed of a railway reserve next to the channel 30 feet in width, and a road reserve 50 feet in width. The railway reserve was intended for sidings that might accommodate cars loading from or discharging into lake vessels, or cars that brought freight to or from waggons on the road reserve. This was, apparently, the first general idea of the use to be made of the channel. By a subsequent plan, dated October, 1886, and which was signed on the 15th January, 1887, by the contractors for the works, as correctly showing his work, the finished strip on either side of the straightened channel is shown 125 feet in width, made up of a roadway 23 feet wide next to the channel, two railway reserves side by side, each 26 feet wide, and at the back of all a street or roadway 50 feet wide.

As yet there have been no arrangements made for the occupancy of these railway reserves by tracks, nor has any plan been matured that will meet and provide for all the difficulties that must arise in attempting such arrangements. At present we have merely the two 26 foot railway reserves on either side of the channel to deal with, and the question that must now be practically answered is how to arrange tracks on these so as best to meet the traffic and freight requirements of present and future railways; the shipping requirements of vessels plying on the lake; the loading and unloading requirements of those owning stores and factories on the immediately adjacent land, as well as of others; while at the same time the ordinary citizen shall have preserved to him his right of access freely along the roadway reserves throughout the whole length of the Improvement. It is not the intention that the banks of the Don shall become mere railway freight yards, but that they shall, as far as possible, be used in the manner originally intended by the promoters of the improvement scheme. For the present we have to deal with the railway reserves on the west bank only, as there is no intention at present of laying tracks on the east bank. The scheme, as first planned, contemplated only siding accommodation alongside

the channel, for the purpose of handling freight. This alone would have been easily provided for; but since then there has arisen the request to provide running tracks for the C. P. R., perhaps the Belt Railway, and the G. T. R., as well in order to give them access by these means to the City and lake front. The addition of running tracks very much complicates the problem of how to arrange the lines and yet preserve the rights and privileges of all parties. The danger of running tracks such as these in close proximity to the public street on one side, and the unloading bank of the channel on the other, crossed at frequent intervals by roadways leading from warehouses to the river, would be very great.

In whatever part of the railway reserve these running tracks are placed, they necessarily cut off the access of the warehouses and street from the channel. Mr. Wragge, of the G. T. R., proposes, in order to minimize the danger from these tracks, that they should be fenced in, a proposal with which Mr. Jennings, of the C. P. R., agreed, and this would, in a most thorough manner, stop all access to the channel bank, and destroy every chance of using the river for shipping purposes. No doubt this would be a good arrangement, having regard only to the convenience of the railways; but it would not meet the needs of other classes of the community. Again if the arrangement of the railway reserve were changed so as to place the running tracks at the back of the 125 foot strip, with the street sidings and unloading bank between them and the river, access would be preserved to the river from the street, but would be cut off from warehouses, and this would be a serious objection. It might be suggested that the west side of the channel should be left to the railways, and the east only retained for shipping, the necessary sidings being laid in. Strong reasons, however, can be advanced why this should not be done. The wharf accommodation would be at once reduced to one-half, and that which was retained would be on the wrong side of the river; that is, the side farthest from the City. It is most important to the City that all the wharf accommodation possible, and in the most convenient localities, should be retained. Railways may be moved. wharves not so easily, and nothing should be done that would lightly give away this new wharf accommodation that the City is just about, at considerable cost, to acquire. At the same time, the railway access by the valley of the Don is an extremely valuable franchise for the City to possess, and it will be much to the benefit of the City that it should be used by railways desiring to enter. This is the only available access to the City now remaining, and it will be of great importance in the future, that the control of this access should remain, absolutely, in the hands of the City, so that new lines of railway desiring to enter may not be blocked or hindered, as has been done in time past by rival companies. Though it is proper to keep in mind and to provide for future contingencies in a matter of so much importance to the City as this, yet temporary arrangements may be made to suit the present condition of affairs, and to reduce expenditure to what is actually required. Until the Grand Trunk Railway put in a swing bridge to carry their tracks across the mouth of the Don, in place of the present fixed

bridge, or until they divert their line round by Winchester Street—and they are not likely to do this immediately—and until a swing bridge is put at the Queen Street crossing of the Don, vessels are unable to come up the river to take advantage of the wharf accommodation that has been provided. It is therefore necessary to provide sidings for the accommodation of vessels lying in the channel at present, and a temporary arrangement of tracks may be adopted that will omit this provision.

The running tracks of the railways entering the City by the Don must necessarily be on the west side of the river.

The arrangement of tracks proposed by Mr. Jennings, on the part of the Canadian Pacific Railway, by the tracing dated February 7th, 1889, accompanying his letter of the same date, shows six tracks on the railway reserve to the west of the Don. The 125 feet strip is divided in the following manner:

Roadway, next channel.....	23 feet.
Space for six lines of railway.....	69 "
Road or street on back of reserve.....	33 "
	125 feet.

The six tracks are described in the following manner:

- No. 1, next the channel, is for freight siding.
- No. 2, for general purpose.
- Nos. 3 and 4, running tracks for the C. P. R.
- No. 5, for general purpose.
- No. 6, freight siding.

Mr. Jennings asks that the tracks Nos. 3 and 4 should be dedicated to the exclusive use and under the absolute control of the C. P. R., while the general purpose tracks and sidings may be used by them and other roads, requiring access to the City. Such an arrangement as this would simply hand over the Don Improvement to the railways and place them under the control of the C. P. R. It would be impossible to do any shipping business from a street 33 feet wide, across six lines of railway, on two of which fast trains were running backwards and forwards, and it would be equally impossible for other railways to gain access by the Don valley when the tracks were controlled by the C. P. R. Fortunately, however, such a condition of things has been prevented by the Act under which the Don Improvements have been carried out (49 Vic., Chap. 66). Clause 8 of this Act is very distinct, and is of such value on this point that it is worth while quoting it at length.

8. "It shall and may be lawful for the said Council to make arrangements with any railway company or companies, whereby any such railway company or companies may acquire the use of the reservation for railway purposes above provided for, upon such conditions as may be agreed upon between the said Council and any such company or companies, provided always that no one railway company shall acquire any exclusive right

of property in or control over the same or any part thereof, and all railways shall be entitled to the use thereof upon equal terms and upon paying their just share and proportion of any expenditure which may have been made or which may at any time require to be made for construction, maintenance and repairs of tracks and switches and other necessary works required for the proper use thereof, and the fee of the said land shall always remain in the Corporation of the City of Toronto."

This effectually secures to the City the control of the railway reserve and prevents any one company from securing rights or powers that might be used to the detriment or hindrance of any other railway. The City should never, under any circumstances or for any consideration, part with this right or let it slip from its grasp. In the future it may be of the utmost value to the citizens at large that the City may be able to step in and see that some intending railway has proper facilities of access granted to it. The City should refuse to grant to the Canadian Pacific Railway the absolute use or control of these two running tracks, as asked. These two tracks should be for the use of trains of any or all railway companies entering the City by that route. Throughout the whole length of the Don Improvement these running tracks, as well as whatever sidings may be put in, should be open to all railways, and no tracks should be permitted over which any one company claims exclusive control. Though the train movements may at first, and even for a considerable time, be directed and controlled on the Don Improvement by the Canadian Pacific Railway officials, as being the representatives of the company having most or all to do with train work there, yet the City should never let go its right at any time, upon giving due notice, to take in hand the management and control of train movements and switching service on that part owned by the City, viz., from Winchester Street to the Grand Trunk Railway bridge. Only by retaining this right would the City keep in its hands the power of controlling the railway companies running on the Don, and the power of enforcing right and fair dealing between the different companies.

The arrangement of tracks proposed by Mr. Jennings occupies much more space than the City should be willing to give up to the railways. As pointed out before, the running tracks in the middle would almost prevent any business being done with the wharf, and if fenced in, as proposed, would effectually do so. For the present, until the scheme is perfected for the admission of vessels to the Don, the two running tracks might be placed on the railway reserve, next to the roadway, while two other tracks, one for the accommodation of freight cars being loaded and discharged, and the other for movement and switching of these cars, might be placed next to the street, making four tracks in all. These two siding tracks should be used only for the freight business proper of the Don Improvement and should never be used for storage sidings for empty freight cars: the railway companies should provide, elsewhere, storage sidings for their empty cars.

But when the time comes that vessels may be admitted to the Don, the only way in which it seems possible that the business of all may be properly

served and carried by placing the running tracks on an elevated railway, running clear 20 feet above the banks of the Don, while on the banks there should be one track next to the river for the use of freight cars serving vessels lying at the wharf; one similar track next to the street for cars serving waggons, factories, stores, etc., while between these two is a third track to be used for switching cars in and out of either of the flat-men-tioned. In this way the business needs of all would be served, and not more than three tracks would be required. The 125 foot strip would then be occupied in the following manner:

Roadway, next the river.....	30 feet.
Railway reserve for three tracks.....	35 feet.
Street.....	60 feet.
	125 feet.

And above all, on an elevated track, as before mentioned, would run the double line of rails for the use of trains entering or leaving the City.

The rails, ties, ballast, switches, etc., laid down on the Improvement, whether for sidings or running tracks, should be declared the property of the City, for the purposes for which they are laid down, in order to prevent complications afterwards arising in regard to the ownership of the tracks, though the maintenance, repairs and renewals shall be at the cost of the railways using the same. A proper account of the cost of labor and material used in laying these tracks should be kept, so as to be afterwards charged against the various railways using this route. When any new railway comes in, it should be first charged a portion of the original cost of laying tracks and sidings, besides a portion of the general cost of the Don Improvements; and afterwards bear its proper share of the cost of maintenance, repairs and renewals.

The following is a summary of the recommendations contained in the preceding Report:

1. That no railway company should be granted any exclusive right of property in, or control over, any part of the railway reserve or of the tracks or sidings thereon; but that all tracks and sidings should be for the use of all railways using the Don route, upon payment of a proper share of cost and charges.
2. That for the present four tracks should be permitted to be laid down on the railway reserve, viz.: two running tracks next to the river, and two tracks for freight business next to the street.
3. That whenever the time arrives that vessels may be admitted into the Don River to discharge at the bank, this arrangement and agreement as to tracks should cease, upon notice being given by the City to the railway companies, and new arrangements should be made to provide for running tracks.

4. That all the rails, ties, ballast, switches, etc., laid down on the Don Improvement, by whatever railway company, shall be declared, and by virtue of the laying down shall become, the property of the City for the purpose for which they were placed there.

5. That at any time, upon giving one month's notice in writing to the railway company or companies using the improvements, the City may, by a Committee alone or otherwise, take in hand the management, control and direction of all train movements upon the Don Improvements or the elevated railway.

6. That the foregoing clauses 3, 4 and 5 should be clearly expressed and assented to by any railway company entering upon the Don Improvements in the agreement made with the City.

7. The permission to use the Don Improvement shall remain with the Mayor and Corporation of the City.

Respectfully submitted.

(Signed)

C. SPROATT,

City Engineer.

GRANVILLE C. CUNNINGHAM,

Asst. City Engineer.

February 21st, 1889.

THE DON IMPROVEMENTS.

DEAR MR. BIGGAR,—At a meeting held in this office on Saturday, the 9th inst. (at which Messrs. Sproatt, Sankey, yourself, Ald. McMillan, Wragge, Jennings and myself were present), I learned for the first time that the plans which had been prepared for the Don Improvement, and which had been filed in the Engineer's Office, prior to the vote on the By-law authorizing the expenditure of \$500,000 for Don Improvements, had been altered before the tenders had been called for, and the contracts for the work let, and that other irregularities had taken place in connection with the matter. I therefore take the liberty of pointing out to you wherein I think we have proceeded irregularly, and ask you to advise what is best to be done under the circumstances.

(1.) The Don Improvement Act provided (Section 5) that, before commencing the Improvement, *plans and specifications* of the work to be done should be prepared and *estimates* made of the probable cost, and of the proportion thereof to be borne by the City; that these should be published, and the "question of undertaking the said work at the estimated cost should be submitted to a vote of the ratepayers" entitled to vote on money By-laws.

This was done. The *plans and estimates* have been shown to us—the specifications I have never seen, but they cannot certainly have been the same as those attached to the present contracts, since they provide for an esplanade or plateau only 80 feet wide. Could you not insist on seeing these original specifications in replying?

(2.) The Act further provides (Section 9) that the contracts may be let in six sections as therein provided, and that (Section 10) *two to six* shall be provided with and completed with as little delay as possible.

The sections have been altered, and in the result, Sections 2, 3, 4 and part of 5 have been let, omitting the balance of Section 5, and the whole of Section 6.

(3.) The plans on which the people voted appear to have been altered so as to provide for an esplanade of 125 feet wide, instead of 80 feet, and the draughtsman of the plans assumed to lay out this 125 feet in a manner contrary to the Act in three respects:

(a.) The Act provides by Section 1. (7) that the lands shall be laid out "after the completion of each section of the said improvement and works," whereas the plan assumes to lay them out *before the completion* of the said improvement and works.

(b.) The Act provides that the railway reserve shall be *next the water*, whereas the plan under which the contracts were let provides for a *23 foot street next the water*.

(c.) The Act requires a *50 foot street next to the general railway reserve*, whereas the plans insert a *special railway reserve between the general railway reserve and the highway*.

(4.) The Act provides under Section 13 that the money to be raised for that portion of the improvement south of Winchester Street, including right of way, compensation for damages and approaches, shall not exceed in all \$300,000, whereas the cost of the improvement, as provided for in the contract, will largely exceed this sum.

Your early reply to this matter will greatly oblige,

Yours sincerely,

(Signed)

E. F. CLARKE.

The City Solicitor, etc.

CITY SOLICITOR'S OFFICE,

Toronto, 22nd February, 1889.

Re DON IMPROVEMENT.

E. F. Clarke, Esq., Mayor, Toronto:

DEAR MR. MAYOR,—I have your letter of yesterday, and have considered the questions therein submitted to me.

I do not presume to advise you or the Council upon matters of policy, but it seems clear to me that the change which has been made in the plans of the Don Improvement may seriously prejudice our position in regard to the assessment upon the properties benefitted of the \$200,000 which it was originally intended to raise by local assessment on these lands. It also seems clear from what you say that the plans and estimates upon which



the ratepayers voted a sum of \$300,000 for those portions of the Don Improvement included in By-law No. 1767 have been varied so as to make the Improvement quite different from that which was submitted to the electors or contemplated by the "Don Improvement Act." You have not sent me the original specifications, but it is quite evident from your letter that they were not the same as those upon which the existing contracts have been let. Can you not obtain them and let me see them before advising further?

I should also like to know how much it would cost to complete Sections 2, 3, 4, 5 and 6, as the Act clearly indicates that these sections are to be proceeded with and completed together.

Until Section 5 is completed, we seem to have no power to make a local assessment, and I do not know how much of it is not included in the present contracts.

As to the allocation of the railway reserve and highway, I do not at present think that any binding arrangement has been made or could be made without an amendment of the Act, which distinctly says that this allocation is to be made "after completion of each section of the Improvement." So far as I can learn from your letter no section of the Improvement has yet been completed, and therefore any allocation of tracks and highway would be premature and unauthorized by the Act. I believe also that the Council has not authorized the allocation shown in the contract plan; and I suppose no one has authority to make such an allocation without the approval of the Council.

You ask me to advise "what is best to be done under the circumstances." In reply I would respectfully suggest:

1. That an estimate be obtained from the City Engineer of the cost or probable cost of completing Sections 2 to 6, inclusive, in accordance with the original plan and specifications.
2. That an estimate be also obtained from the City Engineer of the cost or probable cost of completing these sections according to the contract plan and specifications.
3. That the ratepayers be asked whether they will vote the money to complete the Improvement according to either, and if so, which of these plans and specifications.
4. That legislation be obtained (if possible) during the present session of the Ontario Legislature, authorizing the submission to the ratepayers of a By-law granting to the Council the money necessary to complete the Improvement according to whichever of the said plans and specifications the Council decide to adopt.

It will be necessary that action should be taken at once, otherwise the work will be postponed for another year.

I have the honor to be,

Your obedient servant,

C. R. W. BIGGAR.

THE CANADIAN PACIFIC RAILWAY COMPANY,
(Ontario Division).

OFFICE OF THE SOLICITORS,
Toronto, Feb. 22nd, 1880.

E. F. Clarke, Esq., Mayor of Toronto:

DEAR SIR,—I advised the Canadian Pacific Railway Company some time since that, in my opinion, the most satisfactory way, both for the City and the Company, would be for the Company to take the usual steps for the expropriation of such City property as it requires, and is authorized to take, and settle by arbitration once for all the amount to be paid by the Company to the City.

The recent action of the Property Committee, in referring to arbitration the rental to be paid by the Company on the renewal of the lease of Water Lot 42, Bay Street property, shows that, in the opinion of that Committee, an arbitration in such cases is desirable.

I have recently renewed my advice to the Company and am instructed to confer with you, and take such steps as I may deem expedient. I propose to embrace in one arbitration all the City property which we take, say from Bloor Street to Simcoe Street, including our right of way through the Jail farm and along the Don Improvement, and also all the lots and parts of lots along the Esplanade which we have already purchased from various lessees of the City, and the lots which we are authorized to take between York and Simcoe Streets.

Our purpose is to settle once and for ever the amount which we are to pay the City for all the land which we have already taken, or are authorized to take.

I believe that this course will be more satisfactory both to the City Council and the public generally, than any other we can adopt.

Of course the Company would much prefer that this question of compensation should be settled by agreement, and it will cheerfully concur in any fair and reasonable plan for the purpose of settling it that you may suggest. If it is thought advisable, we might submit a formal offer to the Council, stating an annual sum which the Company would be willing to pay by way of a perpetual rental. I suppose that such an offer would be referred to one of the Standing Committees or a Special Committee, and, perhaps, through such a Committee, the compensation could be agreed upon, or a mode for ascertaining it arrived at.

I am, Sir,

Your obedient servant,

R. M. WELLS.

(Copy.)

February 23rd, 1889.

R. M. Wells, Esq., C. P. R. Offices, Toronto :

DEAR MR. WELLS,—I beg to acknowledge the receipt of your letter of yesterday in reference to a general arbitration between the City and the C. P. R., respecting the rental to be paid by the Company on the renewal of the lease of Water Lot 42, east of Bay Street; and in respect also of all the City property which your Company proposes to take, say from Bloor to Simcoe Street, including your right of way through the Jail farm and along the Don Improvement, and also all the lots and parts of lots along the Esplanade which the C. P. R. has already purchased from various lessees of the City, and the lots which your Company propose to take between York and Simcoe Streets.

I do not quite understand what you mean by "including your right of way along the Don Improvement." As I understand the "Don Improvement Act" your Company can only enter upon that Improvement "upon such conditions as may be agreed upon between the Company and the City, and no such agreement can give to any railway company" any exclusive right of property in or control over the Improvement or any part thereof. Section 9 of the Act expressly provides that all railways shall be entitled to the use of the Improvement on equal terms. Am I to understand that it is now claimed on behalf of the C. P. R. that they have a right to appropriate an absolute estate in the property which has been taken and improved by the City under the "Don Improvement Act" by the City Corporation.

Please let me hear from you before noon on Monday, so that I may lay all the correspondence before the Council at its meeting that evening.

Faithfully yours,

(Signed) E. F. CLARKE,
Mayor.

CITY ENGINEER'S OFFICE,
TORONTO, February 23rd, 1889.

REPORT ON THE COST OF FINISHING THE DON IMPROVEMENTS.

To His Worship the Mayor, Toronto, Ont. :

DEAR SIR,—Enclosed we beg to send you statements of the cost of finishing the Don Improvements. As requested by you, we have made three different estimates of this, and the work may be done according to the following schemes :

1. Finishing the Improvement at the Cornwall hill to only 75 feet wide, and at the Jail hill to only 40 feet wide, and leaving out cribbing where the bottom is hard; and also omitting some dredging of shale rock where shale exists, on the east side of the channel at King Street.

2. Finishing the Improvement on the west bank throughout to 125 feet wide, and on the east bank to the same width, except at the Jail hill, where it will be 75 feet wide, and completing the piling and cribbing in all places.

3. Finishing the whole Improvement to 125 feet wide, putting in a swing bridge at Eastern Avenue, and a high-level swing bridge at Queen Street, purchasing additional land at Queen Street, and dredging entrance to river to 12 feet in depth, so that vessels can come in.

The first scheme would cost \$170,555; the second \$215,400; and the third \$245,000.

By the first scheme there would be 12 feet depth of water from Gerrard Street to the Grand Trunk Railway bridge; but the channel for a short distance below Queen Street would not have this depth for the full width, but only for about 40 feet; the rest of the width of the channel at this place, would have a depth of only eight feet. By the first scheme the Improvement would be only 75 feet wide at the Cornwall hill, and 40 feet wide at the Jail hill.

By the second scheme the channel would have the full depth of 12 feet and full width of 120 feet from Gerrard Street to the Grand Trunk Railway. Above Gerrard Street it would be eight feet deep and the full width. The Improvement on the west side would be 125 feet wide, and on the east side also, except at the Jail hill where it would be 75 feet wide.

By the third scheme the channel would be finished as by the second; the Improvement on each side would be 125 feet wide; swing bridges would be erected at Eastern Avenue and King Street, so that vessels could come up as far as Gerrard Street, and railway tracks would be laid on either side of the river the full length of the Improvement.

The foregoing estimates make no provision for the removal of the Grand Trunk Railway bridge, or for erecting a swing bridge there. Before the Improvements can be made use of by vessels in the manner intended by the promoters of the scheme, it is imperative that the Grand Trunk Railway bridge should be converted into a swing bridge, so that vessels might enter. Without this, all the arrangements for wharfage along the banks of the straightened river, and all the expense of converting the street bridges into swings, would be unavailing. The river never could be made use of by vessels. The cost of a double-track swing bridge, such as required by the Grand Trunk Railway, would be about \$75,000. In what proportion this cost would be shared between the Railway Company and the City, or whether the whole cost would be borne by the Railway Company, are questions which would have to be referred to the Railway Committee of the Privy Council, assuming that they have jurisdiction in the premises. Besides the first cost above dealt with, there is the annual cost of attendance and watching, which, for the eight months of the year during which the bridge would have to be tended, would amount to about \$1,500. The manner in which

this annual cost would be divided between the City and the Railway Company would also be decided by the Railway Committee above referred to. The whole cost of construction and cost of annual watching and tending represents a capital sum of \$100,000; and this, as before stated, is not included in the estimate of Scheme No. 3. In like manner, the annual cost of tending the swing bridges at Queen Street and Eastern Avenue has not been considered in the estimate of cost.

In the estimate for Scheme No. 3 we have inserted a sum to cover the cost of laying tracks on each side of the river, the full length of the Improvement; we have allowed for four tracks (two running tracks and two siding tracks) on the west side and three tracks on the east side. As the length of the Improvement is $1\frac{1}{2}$ miles, this gives a total of $10\frac{1}{2}$ miles of tracks. But in the report that we made to you on the 15th of February, 1889, on the arrangement of tracks on the Improvement, we there pointed out that when vessels were admitted to the Don it would then be necessary that the running tracks of the railways should be provided for in some manner other than by placing them on the Improvement; and we suggested that to do this in a way satisfactory to all parties, and that would respect the rights of all, it would be necessary to erect an elevated railway for the accommodation of the running tracks. The length of this would be about 6,000 feet, and the cost would be \$300,000. The possibility of carrying this idea into effect should be kept in view in estimating the total cost of the completed scheme; but of course this is a matter for the future rather than the immediate present.

Respectfully submitted.

C. SPROATT,

City Engineer.

GRANVILLE C. CUNNINGHAM,

Assistant City Engineer.

**ESTIMATE OF COST OF COMPLETING THE DON IMPROVEMENTS ACCORDING TO THREE
DIFFERENT SCHEMES.**

To accompany Engineer's Report, 23rd February, 1889.

ITEMS OF COST.	AMOUNTS.
SCHEME No. 1.	
Percentages.....	\$33,787 74
Land.....	35,000 00
Contract No. 2.....	17,000 00
Contract No. 3.....	41,000 00
Bridges.....	43,768 00
Total cost of Scheme No. 1.....	<u>\$170,555 74</u>
SCHEME No. 2.	
Amount required to finish Contract No. 2.....	\$45,611 72
" " " " No. 3.....	44,160 14
" " to widen Jail hill to 75' berme.....	13,065 60
" " to finish Gerrard and Eastern Avenue bridges.....	43,768 00
Percentages.....	33,787 74
Land and damages.....	35,000 00
Total cost of Scheme No. 2.....	<u>\$215,393 27</u>
SCHEME No. 3.	
To finish Contract No. 2.....	\$45,611 72
" " " " No. 3.....	44,160 14
To make Jail hill 125' berme.....	33,900 00
To finish Gerrard and temporary bridges.....	38,168 00
To build swing and high-level bridges at King Street.....	100,000 00
To build swing bridge at Eastern Avenue.....	45,000 00
To complete filling and streets above.....	8,000 00
Land and damages.....	35,000 00
Additional land, King and Queen Streets.....	25,000 00
Dredging out entrance to river.....	18,000 00
To lay 18 miles of track, being 4 tracks on west side and 3 tracks on east side, with signals, switches, etc., etc., complete.....	54,600 00
Percentages at present retained.....	33,787 74
Contingencies, Inspection, etc., etc.....	10,672 40
Total cost of Scheme No. 3.....	<u>\$491,000 00</u>

GRANVILLE C. CUNNINGHAM,
Assistant City Engineer.

Toronto, 23rd February, 1889.

TORONTO, February 25th, 1889.

E. F. Clarke, Esq., Mayor of Toronto :

DEAR SIR,—I beg to acknowledge receipt of your letter of the 23rd inst., in which you say that, as you understand the Don Improvement Act, no agreement can give to any railway company any exclusive right to property in or control over the Improvement or any part thereof, and you refer to sec. 8 of the Act as declaring that all railways shall be entitled to the use of the Improvement upon equal terms.

The Don Improvement Act provides (sec. 1, sub-sec. 7) for the reservation of a strip of land next to the margin of the river, not less than 25 feet wide, for railway tracks, switches or sidings, and sec. 8 authorizes the City to make agreements with railway companies for the use of these tracks in common, and declares that all railways shall be entitled to the use thereof upon equal terms.

In other words, the Act provides for not less than two loading and unloading tracks, called in the Act "switches and sidings," which all railway companies are to have free and equal access to and use of, and for a street 50 feet wide; but it leaves the City to deal with the rest of the Improvement as it thinks fit.

Surely it was never contemplated by the Legislature, by the City Council or by any one that the main lines of the Canadian Pacific Railway or of any other company, entering a City like Toronto, should be over and upon a couple of sidings. If this is the only mode by which the Canadian Pacific Railway can enter Toronto from the east, the Company would save time and money by abandoning the Don branch altogether, travelling 5½ miles further and enter as it does now, *via* West Toronto Junction. It is bad enough for one company to have to use the main tracks of another rival company for such purposes, even although the rules of every railway company provide that main tracks shall always be kept clear, but when it is proposed that the Canadian Pacific Railway Company shall use for its main tracks a couple of switches or sidings, which would of course be almost constantly occupied by standing cars, loading and unloading, and by shunting engines, I think you will admit that the situation would be intolerable. One of two things would result from the attempt to use such tracks for the main line of the Company; the tracks would either be useless to the Company or useless to the citizens for the purposes for which they were intended, namely, for loading and unloading purposes. No scheme could be devised and no rules made, which would make them useful for both purposes.

Observe that the Act declares that these tracks or sidings shall be used by all railway companies upon "equal terms." If the Canadian Pacific Railway Company is to save the use of these tracks for its main traffic and is also to have the same loading and unloading facilities upon them as other railway companies, how is it possible for all companies to use them upon "equal terms?" This stipulation shows that these tracks were only intended to be used as switches and sidings and not as main tracks.

From the days of George Laidlaw, until now, the contention and struggle has been for independent ingress and egress in and out of Toronto. The Council of the City of Toronto and the unanimous voice of the press supported the Credit Valley in that old struggle, and they have ever since steadily supported the O. & Q. and the C. P. R. Co., whenever and wherever this question has arisen. Upon that question the interests of the Railway Company and of the citizens were and are identical. The citizens on their part are bound to have and the Company on its part is bound to furnish the very best possible service, and it was and is conceded by everybody that neither the C. V. R. nor the O. & Q. nor the C. P. R. could or can render the best possible service unless they are placed, as regards an independent entrance and terminal facilities, in as good a position as other railways.

In September, 1886, the C. P. R. Company having determined upon constructing the Don branch, was desirous, so far as possible, of learning the views of the City as to the location of its main line along the proposed Don Improvement, and a meeting for that object was held in the office of your predecessor, Mayor Howland, on the 30th September, 1886. There were present, the Mayor, the Chairman of the Board of Works, the City Engineer, Mr. Osler, Mr. Lumsden, Mr. Sankey and myself. The result of this meeting is shortly described in the following telegram which I at once dispatched to Mr. Van Horne:

TORONTO, 30th Sept., 1886.

W. C. Van Horne, Esq., C.P.R., Montreal:

Had interview with Mayor, Mr. Carlyle, Chairman of Board of Works, and City Engineer. The City Engineer is to report in favor of a strip along the river bank 23 feet wide for unloading and general purposes; this strip 26 feet for use in common for railways; then 26 feet exclusively for Canadian Pacific; then 50 feet for street; then 200 feet for lots. Will file our plan on that basis.

(Signed)

R. M. WELLS.

Mr. Sankey was instructed by the Mayor to prepare a plan in accordance with the above, and my telegram indicates that Mr. Sproatt was instructed to report the same, which I assume he did.

In the month of October, 1887, the Company gave notice of application to the Railway Committee at Ottawa for leave to cross the G. T. R. tracks at Berkeley Street, and the City once more came to its aid, and on the 24th October, 1887, passed a resolution authorizing a deputation to proceed to Ottawa and support that application. The recital of that resolution is in these words:

"Alderman Carlyle (St. Thomas), seconded by Ald. Shaw, moves that:

"Whereas, it is expedient and desirable to render all reasonable and fair aid in promoting railway access in and to all sections of the City;

"And whereas, the Canadian Pacific Railway Company is now seeking a means of obtaining a right of ingress into the City from the east *by way of the west side of the Don River* and thence to the south of the present Esplanade at the foot of Parliament Street, and as this Council is fully alive to the importance to the commercial interests and prosperity to the City and to the C. P. R. Co. that that privilege be granted to it ;

"Therefore be it resolved, etc., etc."

Now it was notorious at that time that the privilege which the Company sought was the privilege of an independent right of way along the west side of the Don Improvement; and I cannot believe that a single member of the City Council for one moment dreamed of condemning the Company to the use of a couple of sidings, which all other railway companies were to use in common for loading and unloading purposes; and when the Mayor and the other members of the deputation went to Ottawa they were, I think, justified in assuming that the Company was to have an independent right of way. The Grand Trunk Company upon that occasion proposed that the Canadian Pacific Railway should make connection with its main line either east or west of its Don bridge, and have running powers from the point of junction to some point near Parliament Street, but the deputation opposed that proposition strongly. They explained the Don Improvement scheme, exhibited Mr. Sankey's plan, and vigorously contended, as they were authorized, to do by the resolution, that what the City required was an independent right of way along the Don Improvement for the proposed railway.

Can it be assumed that, while the deputation joined us in rejecting the proposal of the Grand Trunk Railway to use its main line from the Don River to Parliament Street, it proposed to give us in lieu thereof, and make us use a couple of loading and unloading sidings from Winchester Street to Eastern Avenue, a much longer distance? The first proposition was rejected because it was impracticable and contrary to the spirit of the resolution of the City Council, whilst the second proposition, if it was thought of at all, was infinitely worse.

The Board of Trade was no less emphatic upon the question of an independent right of way. It also sent a deputation to Ottawa.

At a Council meeting held on the 30th November, 1887, it was resolved that the Council recommend to the Board that its influence be exercised in the interests of trade and commerce of the City to procure an *independent entry* from the east and west for the Canadian Pacific Railway Company.

On the 2nd December, 1887, it was again declared by resolution that it was essential in the interests of trade and commerce that every facility should be afforded the Canadian Pacific Railway Company for obtaining *independent entrance*, and crossing to the water front from the east and west for the transaction of its business.

On the 19th of April, 1888, it again, by resolution, declared in favor of "the importance of according to the Canadian Pacific Railway Company an *independent entrance* to the east end of the City," and sent another deputation to Ottawa to assist the Company.

All this is entirely inconsistent with the notion that the Canadian Pacific Railway is merely to have what I may describe as the occasional use of a couple of tracks for its main entrance into the City.

You also ask me if it is claimed on behalf of the Canadian Pacific Railway Company that they have a right to expropriate an absolute estate in property along the Don Improvement. In my opinion the legal right to expropriate the right of way along the Don Improvement is beyond question, but my letter to you of the 22nd inst. was intended rather as a proposition for a friendly arbitration than as a notice of the intention of the Company to expropriate.

The Company has had so many proofs of good will from the City Council and has so many times had its cordial support in its fight for independent and equal rights, that it feels quite confident that nothing will now be done to hamper or embarrass it.

The present entrance into the City of Toronto via West Toronto Junction, involves, as I have stated, an extra haul of 5½ miles for every train coming from or going towards the east, which means a very serious daily expenditure. To avoid this extra haul the Company has almost completed the construction of its Don branch at a cost of about \$300,000, exclusive of right of way and land acquired for terminal facilities. It has practically acquired its right of way along the whole line, from its junction with its main line to York Street, except this piece along the Don Improvement. It is obviously, therefore, a matter of great importance that as little time as possible be lost in closing this gap.

The Company propose a general arbitration, because it has been led to believe that this would satisfy the public better than any other mode of settlement, and it desires in this arbitration to embrace all questions relating to compensation which can possibly arise out of the construction of its Don branch. "The Company neither asks for nor desires an inch of land or a single privilege from the City, except upon the ordinary business principle of paying full and fair value for them."

I can only say that the Company will do almost anything to meet the views of the City in the matter of its right of way along the Don Improvement and otherwise, but I need hardly repeat after what I have said, that, wherever this eastern entrance is to be, it is not only of vital importance but a business necessity that it should be entirely independent.

I have the honor to be, Sir,

K. M. WELLS.

CITY ENGINEER'S OFFICE,
TORONTO, February 25th, 1889.

IN RE DON SPECIFICATIONS.

E. F. Clarke, Esq., Mayor, Toronto:

DEAR SIR,—I beg to say in answer to your enquiries, that the only specifications which I made for the Don Improvement were those prepared about the middle of November, 1886; for the reception of tenders for the work; and this was subsequent to the passing of the Money By-law by the rate-payers.

Yours sincerely,

C. SPROATT,
City Engineer.

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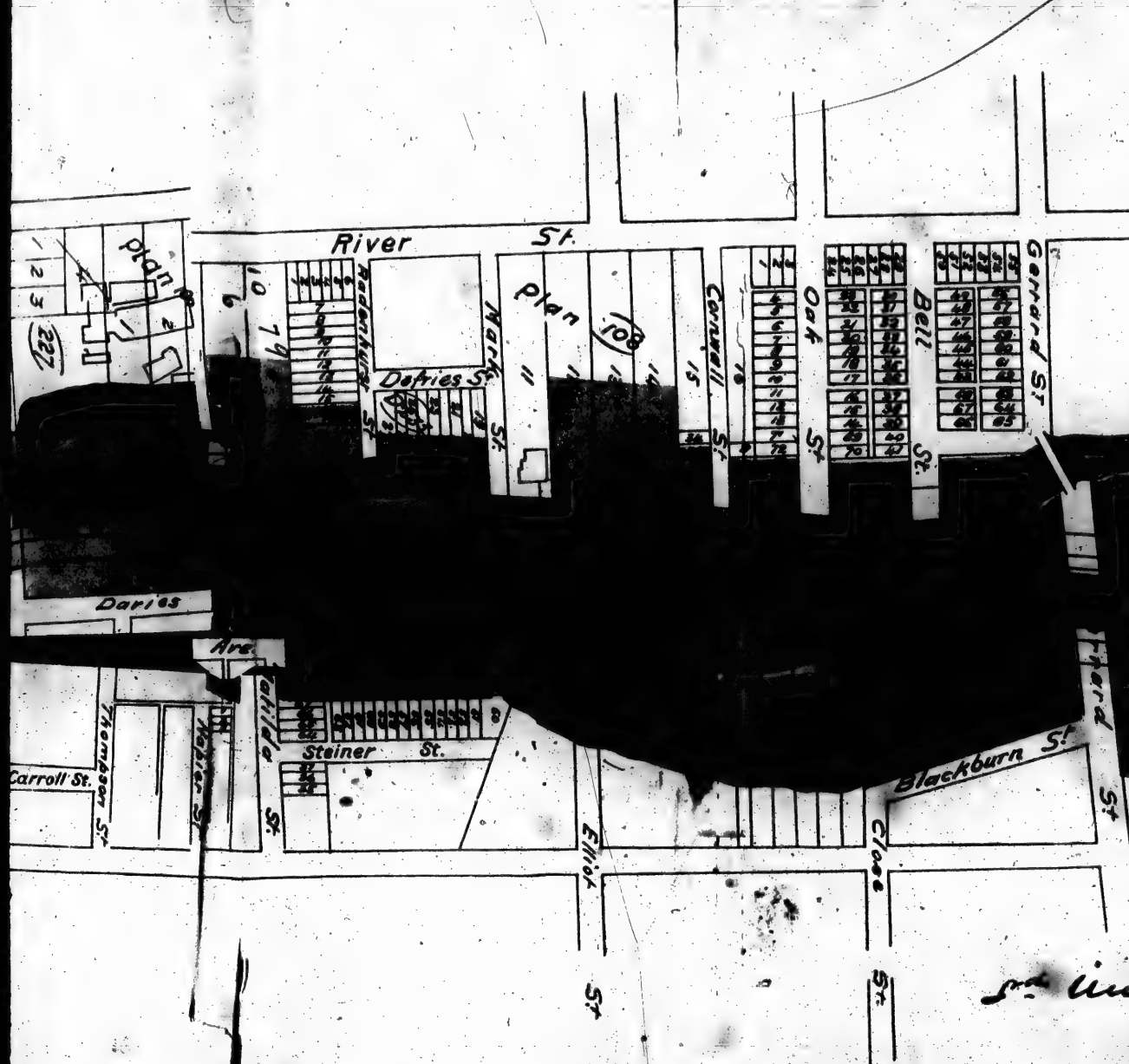
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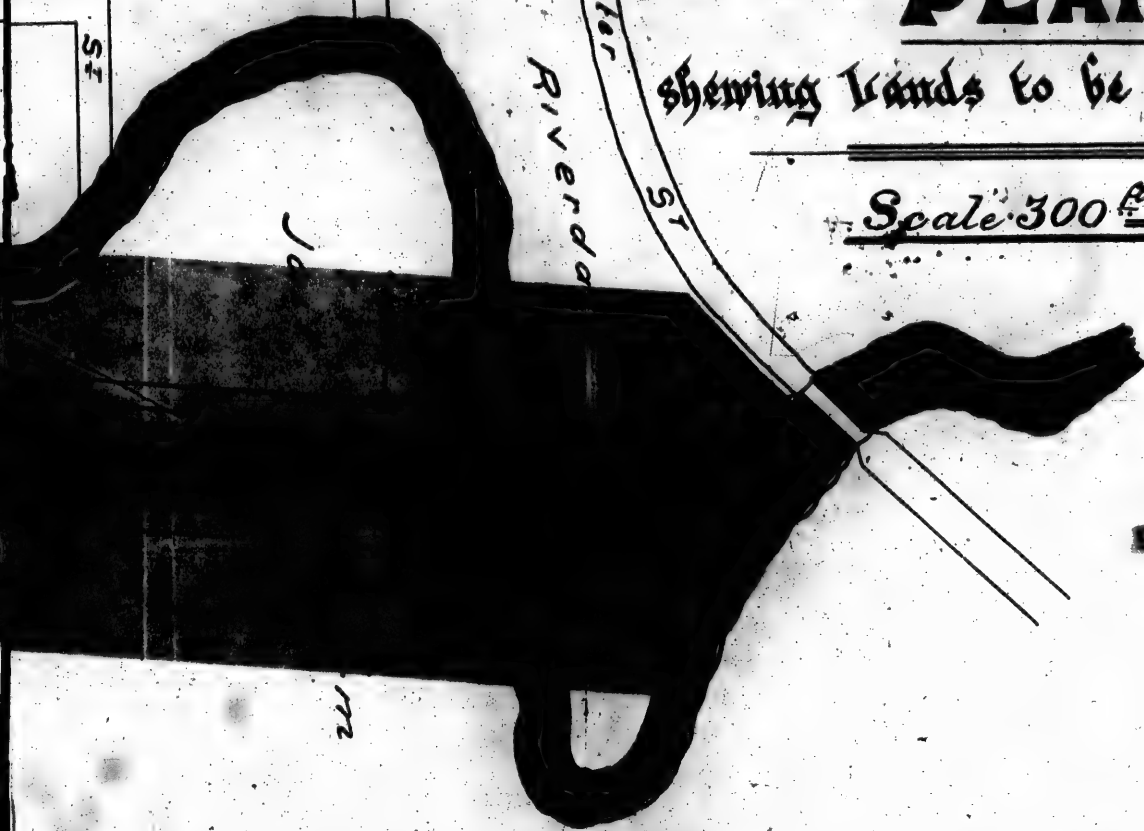


J. Linwin Brown
Aug. 1886

River Don Straightening. **PLAN**

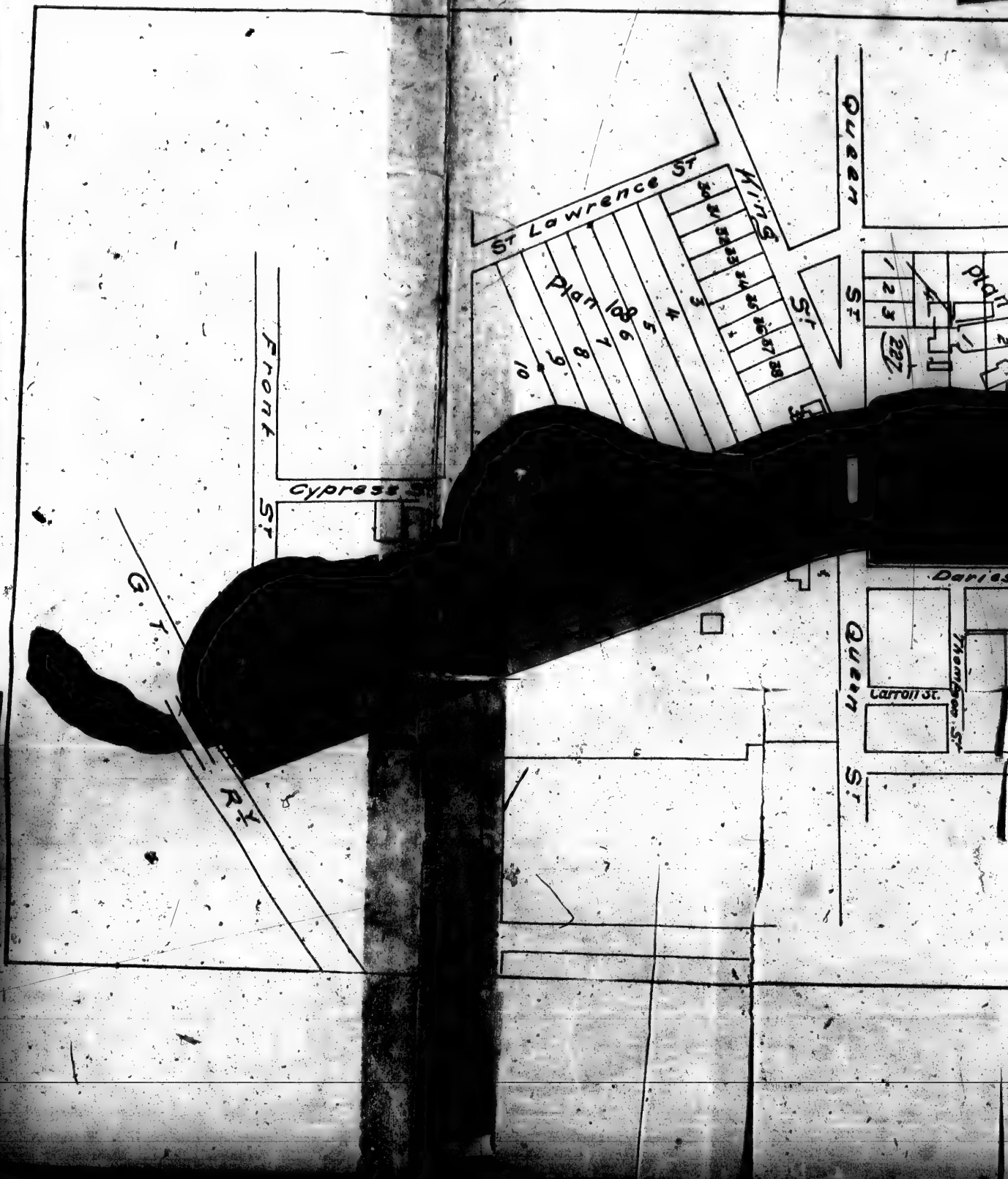
showing lands to be expropriated.

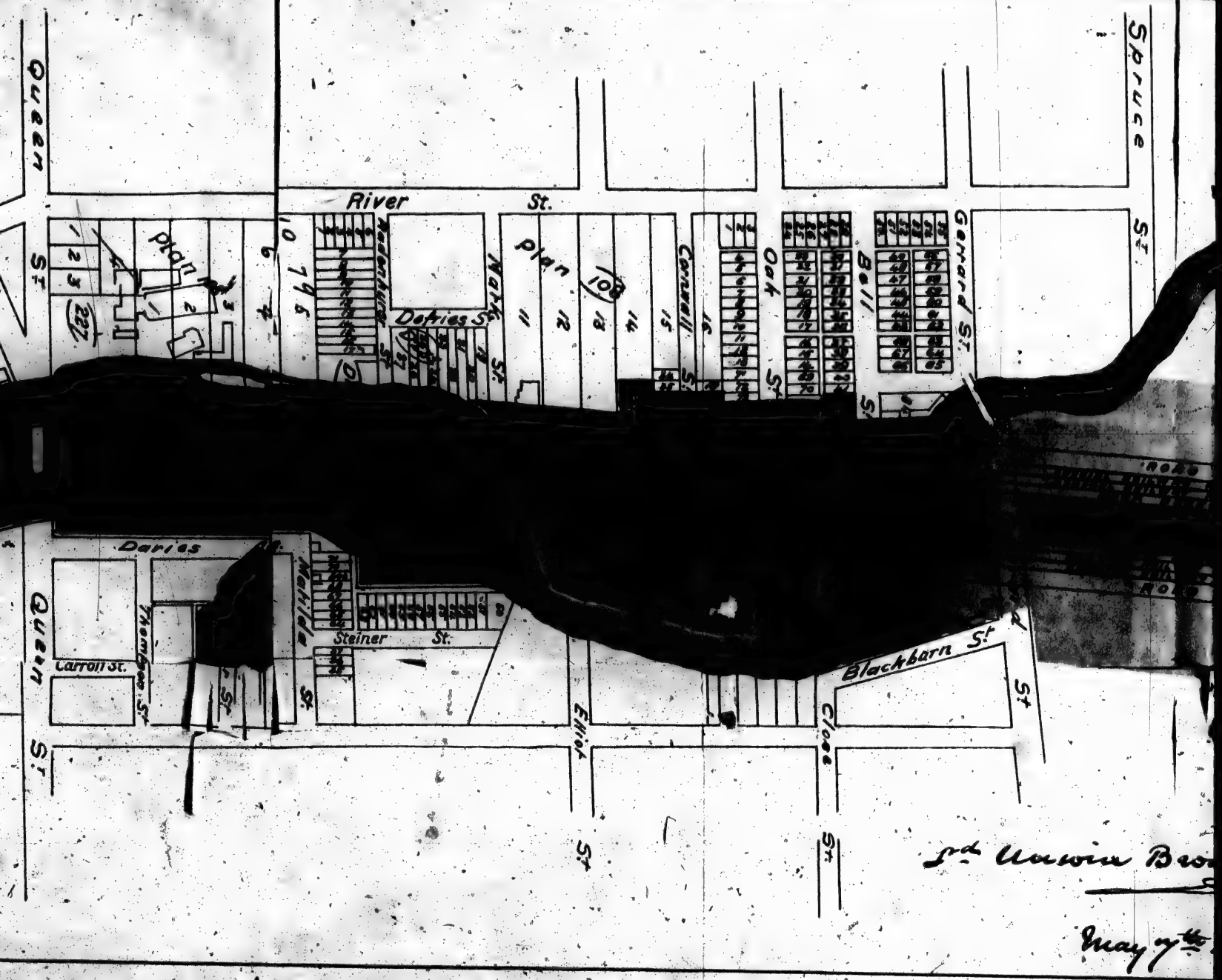
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*in Brown & Sauter
P. L. Lurvey
Aug. 1886.*

*This is a reduced Copy of Plan deposited
in City Engineer's Office referred to
in City By-Law N^o 1767.*





Carlton St

Spruce St

St

Genard St

Ball St

Oak St

Cornwall St

Plan 12

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Debris St

River

Table with 2 columns and 10 rows of numbers.

Table with 2 columns and 10 rows of numbers.

Table with 2 columns and 10 rows of numbers.

Table with 2 columns and 10 rows of numbers.

Steiner St

Blackburn St

Cloak St

Edwin Brown & Son

P. D. Lewis

May 7th 1888.

River Don Straightening. **PLAN**

showing Lands to be expropriated.

Scale 300 $\frac{1}{2}$ In



none & Sanky
P. L. Lwys
1888.

*This is a reduced Copy of Plan referred
— to in City By Law No 2905. —*

